

ESTTA Tracking number: **ESTTA875971**

Filing date: **02/07/2018**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91237903
Party	Defendant DrNaturalHealing Inc DBA DrHealing
Correspondence Address	JAMES Z LIU DRNATURALHEALING INC 111 MCCOY STREET MILFORD, DE 19963 UNITED STATES Email: James.Liu@DrNaturalHealing.com, Jamesliu@techworldcorp.com
Submission	Motion for Summary Judgment Yes , the Filer previously made its initial disclosures pursuant to Trademark Rule 2.120(a); OR the motion for summary judgment is based on claim or issue preclusion, or lack of jurisdiction. The deadline for pretrial disclosures for the first testimony period as originally set or reset: 04/02/2018
Filer's Name	James L Liu
Filer's email	James.liu@Drnaturalhealing.com
Signature	/James L Liu/
Date	02/07/2018
Attachments	2nd-Motion-for-Sumamry-Judgement-7Feb2018.pdf(369572 bytes) 2nd-MFJ-Exhibit-1.pdf(741517 bytes) 2nd-MFJ-Exhibit-2-3.pdf(4498977 bytes) 2nd-MFJ-Exhibit-4.pdf(2134898 bytes) 2nd-MFJ-Exhibit-5.pdf(5394700 bytes) 2nd-MFJ-Exhibit-6-7.pdf(2836875 bytes) 2nd-MFJ-Exhibit-8.pdf(3579378 bytes) 2nd-MFJ-Exhibit-9.pdf(3280291 bytes) 2nd-MFJ-Exhibit-10-13.pdf(5318823 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

TECHWORLD CORPORATION, INC
Opposer

V.

DRNATURALHEALING, INC.
Applicant

Opposition No.: 91237903

Application No.: 86962363

Mark: NASALCARE

Filing Date: April 3, 2016

MOTION FOR SUMMARY JUDGEMENT AGAINST OPPOSER-ZHANG

Applicant, DrNaturalHealing, Inc. respectively re-submits his motion for summary judgement supported with the filed and issued court documents¹, and requests that THE TRADEMARK TRIAL AND APPEAL BOARD (TMTAA Board) issue a summary judgment against Opposer, falsely acted by Lixin Lilly Zhang, who is briefed as Opposer-Zhang as she cannot act on behalf of Dr. James Liu's (Dr. Liu) US Business TechWorld Corporation, Inc. (TWC) after she signed herself out of the previously jointly-owned US Business TWC on January 24, 2012; and particularly, after the Pennsylvania Family Court issued the Court Order on June 30, 2017 to totally deny her request to regain any ownership of Dr. Liu's US Business TWC. The PA-Family-Court Order did not alter the fact that Dr. Liu is the supermajority owner of TWC. Below are the court filed documents and the court issued order, which are based to preclude Opposer-Zhang filed opposition.

¹Applicant thanks the TMTAA Board for informing Applicant why his first motion for summary judgement was denied which was due to that these court documents were not provided. In the re-submitted Motion, all documents were provided.

A. Pennsylvania Family Court Issued the Court Order on June 30, 2017 and the Historical Facts to Support the PA Court Order

1. On June 30, 2017, the COURT OF COMMON PLEAS, CHESTER COUNTY, PENNSYLVANIA (PA-Family-Court) denied Opposer-Zhang's Petition to regain her forfeited ownership and management authority of Dr. Liu's US Business, including the Nevada incorporated TWC, Pennsylvania registered TechWorld Medicals, Inc. and the Delaware incorporated TechWorld Medicals, Inc. See Exhibit 1. In August 2013, it was discovered by Dr. Liu and confirmed by the PA-Family-Court that Opposer-Zhang lied and hid more than US\$2.5 million dollars of the marital business asset in China when she signed two divorce-related agreements in the public notary offices, respectively on January 24, 2012 (Exhibit 2) and on January 28, 2013 (Exhibit 3). In the two signed agreements, Opposer-Zhang lost the previously held joint-ownership of the US Business but gained full control of the China business with a bigger asset value (in fact). After June 30, 2017, following the PA-Family-Court Order, Opposer-Zhang did not regain any ownership of Dr. Liu's US Business, including TWC. Opposer-Zhang acted falsely on behalf of Dr. Liu's TWC to file this opposition, which was a new cheating activity.

2. Dr. Liu submitted the divorce case to the PA-Family-Court on October 7, 2013 after he was unable to tolerate Opposer-Zhang's cheating activities, including her illegal acts in falsifying the US Government's documents (evidence submitted to the PA-Family-Court). Her falsifications of the US government's documents were jointly investigated by the US and China Food and Drug Administration, and the big fine (more than US\$1.3 million dollars) was issued to punish Opposer-Zhang under the name of

TWC by the China CFDA on October 27, 2017. Opposer-Zhang has conducted at least 30 illegal activities, such as lied to the courts many times. She is fearless in breaking laws.

3. Two years after Dr. Liu submitted the divorce, Opposer-Zhang submitted her Defendant's Petition to try to get 55% ownership of Dr. Liu's TWC based on her cheating-yielded 28Jan2013 Post-Marriage Agreement. See her Petition, Exhibit 4.

4. Dr. Liu, as the Plaintiff, submitted his Answer on October 19, 2015 to present these facts what Opposer-Zhang cheated about the marital business asset, how she breached the agreement, and why she should transfer her 50% asset to Dr. Liu, since Opposer-Zhang breached the agreement numerous times, even during the time of signing that 28Jan2013 agreement. Please see Dr. Liu's Answer, Exhibit 5, included the evidence of Opposer-Zhang falsified US Government's documents.

5. After having two court hearings, Dr. Liu filed Plaintiff's Motion to Set Aside the 28Jan2013 Post-Marriage Agreement on May 25, 2016. See Exhibit 6.

6. Opposer-Zhang, acted as the Defendant, on June 15, 2016, submitted her Answer to Plaintiff's Motion to Set Aside the 28Jan2013 Agreement, see Exhibit 7.

7. Both parties participated in the final court hearing on September 12, 2016. Due to Defendant's unacceptable behavior in the court room, the Judge severely criticized her and demanded her attorney to let her change her behave. Thereafter, both parties' attorneys submitted their written arguments by October 14, 2016, See Exhibits 8 and 9.

8. The PA-Family-Court Order was issued on June 30, 2017 to deny Defendant/Opposer-Zhang's Petition to transfer 55% of Dr. Liu's US Business ownership to her; and grant Dr. Liu's Motion to set aside the 28Jan2013 Agreement, so Dr. Liu's supermajority ownership of the US Business, including TWC, was intact. Therefore,

Opposer-Zhang, if followed the court order, cannot act on behalf of Dr. Liu's US business, including TWC, to file this opposition.

B. Opposer-Zhang Failed Again in the Delaware Court to Abuse Dr. Liu

9. After being totally defeated in the PA-Family-Court on June 30, 2017, Opposer-Zhang illegally represented Dr. Liu's US Business TWC to file a fraudulent case in the Court of Chancery of the State of Delaware (DE Court) on September 22, 2017 to damage Dr. Liu. When filed the DE Court case, Opposer-Zhang hid the PA-Family-Court Order, falsified evidences as listed in her Exhibit 4 of her opposition, such as her illegal shareholders meeting called by Opposer-Zhang on April 4, 2015 with a less than 1% shareholder's voting authority to "remove James Liu from all management positions", and submitted thirteen (13) dishonest requests against the directives expressed in the PA-Family-Court order, such as "holding James Liu out of the Director or Officer, or to have the ownership of the trademark NasalCare." In bringing this action, Opposer-Zhang has hidden from the DE Court the crucial fact that, as a result of a written agreement entered into between the parties in the public notary office, Dr. Liu is the supermajority owner, sole director and chief executive officer of TWC. Opposer-Zhang signed herself out of TWC on 24Jan2012 and on 28Jan2013 to keep her cheat-yielded full ownership of the China Business – Jiangsu Taide Pharma, Co., Ltd. Opposer-Zhang filed case in the DE Court is attached here as Exhibit 10.

10. Dr. Liu and his US Business prepared to file the Answer to defeat Opposer-Zhang. Please see Dr. Liu's draft Answer – Exhibit 11. The Answer was not filed due to the fact that Opposer-Zhang dismissed her fraudulent case before the deadline for the Defendants to submit their Answer.

11. Dr. Liu's Counsel reviewed all files and facts, and submitted to the DE Court "DEFENDANTS' MEMORANDUM IN OPPOSITION TO (1) PLAINTIFF'S MOTION FOR A TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION, AND (2) PLAINTIFF'S MOTION FOR EXPEDITED PROCEEDINGS" on October 9, 2017 (Exhibit 12), and brought the PA-Family-Court Order to the DE Court Judge's attention. The Judge in the DE Court conducted a hearing on October 11, 2017. The Judge did not see the merit in Opposer-Zhang filed case. Opposer-Zhang's attorney acted in a hurry to file a dismissal immediately after that hearing in the same morning of October 11, 2017 to avoid a potential sanction. See Exhibit 13. Therefore, Opposer-Zhang's requests made against the PA-Family-Court Order were factually denied by the DE Court after Dr. Liu's attorney submitted the memorandum. Dr. Liu's ownership and management authority for the US business, including TWC, was unchanged by the DE Court. Opposer-Zhang failed again.

12. Opposer-Zhang filed another deceitful case in the Superior Court of The State of Delaware on December 27, 2017 by illegally representing Dr. Liu's US Business TWC. Up to today, Opposer-Zhang did not serve Defendants. Opposer-Zhang is to avoid a court hearing and to keep an active case in place to damage Dr. Liu and his US business. As Dr. Liu learned from a legal expert, the new case will be dismissed on the ground that the PA-Family-Court already decided that Dr. Liu is the owner of TWC. Dr. Liu's party will seek sanctions against Opposer-Zhang for her frivolous litigation.

In summary, Opposer-Zhang filing the opposition by falsely acting on behalf of Dr. Liu's US Business TechWorld Corporation was illegal. Based on the court decisions made by the Pennsylvania Family Court on June 30, 2017, and by the Court of Chancery of the State of Delaware on October 11, 2017, Opposer-Zhang is not allowed to act on behalf

of Dr. James Liu's US Business TechWorld Corporation to file this opposition. Therefore, this opposition must be dismissed immediately without wasting any party's resource, particularly, the TMTAA Board's resource.

Respectively submitted on February 7, 2018.

By: James Z. Liu

James Z. Liu, MD, PhD, CEO
DrNaturalHealing, Inc. (Applicant) and
Its Subsidiary TechWorld Corporation, Inc.
111 McCoy Street, Milford, DE 19963, USA
Phone: 302-265-2213 Fax: 302-565-4424
Emails: James.Liu@DrNaturalHealing.com; Jamesliu@techworldcorp.com

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing Applicant's Motion for Summary Judgement is to serve to the recorded Opposer by the TMTAA Board's e-filing system automatically. No email or paper mail will be needed to send to lillyzhang@twcpharma.com or zhanglilly@yahoo.com

/James Z. Liu/
By _____
James Liu, MD, PhD, CEO
DrNaturalHealing, Inc. and
Its Subsidiary TechWorld Corporation, Inc.
111 McCoy Street
Milford, DE 19963, USA
Phone: 302-265-2213
Fax: 302-565-4424
James.Liu@DrNaturalHealing.com
Jamesliu@techworldcorp.com

EXHIBIT 1

**The Court Order issued by the COURT OF COMMON PLEAS, CHESTER COUNTY,
PENNSYLVANIA ON JUNE 30, 2017**

OFFICE OF THE PROTHONOTARY
CHESTER COUNTY JUSTICE CENTER
201 W. MARKET STREET, SUITE 1425
PO BOX 2746
WEST CHESTER, PA 19380-0989

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	765487	Receipt Date	07/10/2017

Case Number	2013-09880-DI
Description	LIU, JAMES ZHOU VS. ZHANG, LIXIN LILLY

Received From ELIZABETH KELLY

On Behalf Of LIU, JAMES ZHOU

Itemized Listing:

Description	Amount
COPIES	9.25

Receipt Payments	Amount	Reference Description
Check	9.25	1068

Total Received	9.25
Net Received	9.25
Change	0.00

Comments

Deputy Clerk	CMORELLI	Transaction Date	07/10/2017 13:14:35.00
--------------	----------	------------------	---------------------------

SENT

JUL 05 2017

JAMES ZHOU LIU,
Plaintiff

v.

LIXIN LILLY ZHANG,
Defendant

: IN THE COURT OF COMMON PLEAS

: CHESTER COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: IN DIVORCE

: NO. 2013-09880-DI

Elizabeth Plasser Kelly, Esquire, Attorney for Plaintiff
Lance J. Nelson, Esquire, Attorney for Defendant

FILED
2017 JUN 30 PM 12:10
OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

OPINION AND ORDER

This matter is before the Court on Defendant's, Lixin Lilly Zhang (hereinafter "Wife"), Petition for Contempt and Enforcement, filed on October 2, 2015, and Plaintiff's, James Zhou Liu (hereinafter "Husband"), Motion to Set Aside Post-Marriage Agreement, filed on May 25, 2016.

Factual and Procedural History

The parties were married on November 6, 2004. Husband, *pro se*, filed a complaint in divorce on October 7, 2013. Thereafter, on June 4, 2014, Husband, *pro se*, filed in the Prothonotary's Office "Plaintiff's Interrogatories Directed to Defendant." It appears that the Interrogatories were never properly served on Wife. On August 3, 2015, a post-marital agreement dated January 28, 2013 (hereinafter "Agreement") was filed of record by Wife, *pro se*, with the Office of the Prothonotary of Chester County. On October 2, 2015, Wife, through counsel, filed an "Answer to Complaint in Divorce with Counterclaim,"

and simultaneously filed a Petition for Contempt and Enforcement (hereinafter "Petition"), alleging that Husband failed to comply with the Agreement.

Hearings were conducted before the court on April 6, 2016 and May 16, 2016. On May 25, 2016, Husband filed a Motion to Set Aside Post-Marriage Agreement (hereinafter "Motion"), alleging the unenforceability of the Agreement. A final hearing on both the Petition and the Motion was held on September 12, 2016. Written closing arguments were submitted by the parties on October 14, 2016. This Opinion and Order follows.

Past Agreements Between the Parties

To attempt to analyze the Agreement currently before the court, we must place it in the context of the five prior written agreements between these two parties, two of which predate their marriage. Each of these agreements was drafted and agreed to by the parties themselves, without any assistance from or input of legal counsel, and certain terms thereof are, at best, imprecise and, at worst, seemingly contradictory. The majority of the terms in these agreements are not concerned with typical marital assets, but rather pertain to the structure and holdings of a variety of business entities, located in both the United States and China, which the parties own, in several instances with other third-party shareholders.

The first agreement, admitted as Exhibit W-1 in the hearings, was executed on February 20, 2002, two years prior to the parties' marriage. This agreement, entitled "Buy-Sell Agreement," dealt solely with the acquisition of a

50% interest in a corporation "represented by James Zhou Liu" (Bamboo Research, Inc., Las Vegas, Nevada) by a corporation "represented by Lixin Lilly Zhang" (TechWorld International, West Chester, Ohio).

On May 11, 2002, the parties subsequently entered into an "Agreement for Purchasing a New House as a Shared Property" (also contained in W-1) by which Liu agreed to "share his salary income with Dr. Zhang on a 50% basis," and that if Liu were to buy or construct a new home, "Dr. Lilly Zhang will have 50% of the ownership" of the house. This second agreement was signed by "James Z. Liu, M.D., Ph.D, Founder, Corisen Group Ltd" and "Lixin Lilly Zhang, Ph.D, President and CEO Corisen Group, Ltd."

The third agreement, titled "Agreement between the Two Individuals" (W-2), was executed on August 29, 2009, almost five years into the parties' marriage. The parties agreed that they were "highly educated two individuals" that entered into a business agreement, and that they "will never use any evidence to [sic] against the other one during any legal action, since both of us are 100% responsible for what we have done individually or jointly." The parties further agreed that:

Each of us has promised not to start any legal action against the other one, no matter for any reason, no matter what could happen. In case any of the two of us started to take a legal action against the other one for any reason, the one who started the legal action will lose 100% ownership of any property jointly and collectively owned by the two of us, to the other one, regardless of winning or losing the legal action brought by the initiator of the legal action.

The terms of this agreement were also held to be "continually effective when both of us are alive, and for another 20 years after the first one becomes dead."

Both Husband and Wife signed the document in the capacity of "Director, TWC."

On November 23, 2009, the parties executed a "Marriage Dissolution Agreement" (W-4). This fourth document, signed four years before the divorce complaint was filed, represents: "The only one reason for our divorce is due to the difference in personalities and no fault has been done by any one." The parties assented to the equal division ("50% and 50%") of "property and debt" between them, including the marital home, "[c]ash values in the USA and in China as stated on November 23, 2009[,] and "patents, trademarks[,] and all other aspects of the business properties, business bank accounts balances[.]" The document contained no statement of any "cash values."

The fifth agreement, the "Agreed Principles in Dividing Business and Family Properties and Responsibilities," (W-5), was signed on January 24, 2012. The first substantive term of this document projects that "USA business value is estimated to be US\$2.0 million in 12 months (by January 5, 2013). China business value is determined at a value of US\$1.00." No explanation is given for the nominal one dollar valuation of the parties' assets in China. The document then states that Husband owns the business in the United States and Wife owns the business in China, "except the portion owned by other shareholders." The agreement mandates that both parties must sell their businesses, and if a party chooses not to sell they must "pay another party \$150,000 at the time the party refuses the buyer's offer, and then \$150,000 annually dividing as monthly payment of \$12,500 per month starting on

January 1, 2013.” The portion of the two page document pertaining to typical “marital assets” is as follows:

Family properties and liabilities:

- 1) Bank balances: total bank balances are about US\$75,000 which will be [Husband's] to keep.
- 2) Cars: who drives whose car who owns it.
- 3) House: [Husband] has the responsibility to pay the mortgage and usage. By 18 months, the house must be sold, and the net sales value is to be divided by 2.
- 4) Social Security from 2004 to 2011: the value is to be divided by 2.
- 5) Life Insurance from 2004 to 2011: The value is to be divided by 2.
- 6) Furniture: Who carried the pieces from the previous marriage who owns them.

The agreement states that it “is a supplement to the no-fault marriage dissolution Agreement.”

The Agreement Before the Court

The sixth and final agreement, which is at issue in this case, is entitled “Post-Marriage Agreement” and was executed on January 28, 2013 (admitted into evidence as Exhibit W-7). The parties “now agree that the [January 24, 2012] agreement is null and void” and that “[t]his new Agreement is in order to build a long-term happy marriage and family.” The first 16 paragraphs address, in terms often bordering on the incomprehensible, “Businesses.” Generally, it states that Husband agrees to give one million dollars to Wife “[t]o honor [Wife's] historical contributions of developing the US business.” If this money is not paid by January 31, 2015, it begins to accrue 10% annual interest that must be paid to Wife. Furthermore, delinquency in Husband's

payments "will automatically result in the switch of James' management and voting power to Lilly," and "automatically" reduce his ownership interest in the US company to 45%, with the remaining 55% controlling interest being provided to Wife. Similarly, since the value of the Chinese business was valued at one million yuan (the currency of the People's Republic of China), Husband's \$1 million obligation to Wife is reduced by \$158,700, the equivalent of one million yuan in U.S. currency.

The section addressing "Family Money and Properties" contains 6 paragraphs. These provisions pertain to typical marital assets and permit both parties to retain ownership of their cars and bank accounts, in particular Husband's "business U.S. bank balances" and Wife's "China bank balances" and "solely opened U.S. bank balances." Paragraph 3 provides: "All joint US family bank accounts will be co-owned by both." Paragraph 5 provides that the marital residence "will be sold" within 6 months of the agreement and the proceeds therefrom "will be divided as 50:50, or to be used to purchase a new house which will be co-owned equally by both spouses." Husband is further required to provide for the family's basic living expenses, health insurance, and medical bills.

This document also contains conditions which, though agreed to, are incapable of being enforced by the family court. Husband's brother is required to transfer certain Chinese patents to Wife, even though he is not a party to the agreement and presumably resides in China. Wife is also obligated to "[d]o

house works whenever at home.” Likewise, the following paragraph appears on the third page of the document:

To co-build a happy marriage and family, no one should mention previous unhappy event more than once in any given month. Any argument should be ended in 1 minute when any party starts to count time. Anyone who triggers unhappy arguments will be recorded in emails and should apologize to the other party.

Despite these unusual terms, the agreement does provide a remedy for breach. In addition to the monetary penalties outlined above, the agreement requires that if one party breaches, the nonbreaching party will have the “right to [divorce],” and “the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party.”

Seven months and one week after the execution of the Agreement, Husband filed his complaint in divorce.

Validity of the Agreement

The court must first determine Husband’s challenge to the validity of the Agreement, for if the Agreement is unenforceable, then Husband’s Motion must be granted, and Wife’s Petition is moot. “The determination of marital property rights through prenuptial, postnuptial and settlement agreements has long been permitted, and even encouraged. Both prenuptial and post-nuptial agreements are contracts and are governed by contract law.” *Holz v. Holz*, 850 A.2d 751, 757 (Pa. Super. 2004)

(citations omitted). Section 3106 of the Divorce Code states in pertinent part:

(a) General rule.--The burden of proof to set aside a premarital agreement shall be upon the party alleging the agreement to be unenforceable. A premarital agreement shall not be enforceable if the party seeking to set aside the agreement proves, by clear and convincing evidence, that:

(1) the party did not execute the agreement voluntarily;
or

(2) the party, before execution of the agreement:

(i) was not provided a fair and reasonable disclosure of the property or financial obligations of the other party;

(ii) did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided; and

(iii) did not have an adequate knowledge of the property or financial obligations of the other party.

While the statute and much of the case law specifically reference premarital agreements, the same principles of law, including §3106, apply to both premarital and postmarital agreements. *Lugg v. Lugg*, 64 A.3d 1109, 1112 (Pa. Super. 2013).

Husband claims that the Agreement cannot be enforced because he did not enter into it voluntarily. "Absent fraud, misrepresentation, or duress, spouses should be bound by the terms of their agreements." *Sams v. Sams*, 808 A.2d 206, 211 (Pa. Super. 2002), *quoting McMahon v. McMahon*, 612 A.2d 1360, 1363 (Pa. Super. 1992). Husband maintains that he consented to the

Agreement “in an effort to end his wife’s constant badgering of him.” Upon review of the evidence in the record on this issue, we conclude that Husband has not established by clear and convincing evidence that Wife’s persistence in wanting the Agreement signed rises to the level of duress required under Pennsylvania law.

Husband also alleges, relying upon the provisions of 23 Pa.C.S. §3106(a)(2), that the Agreement is invalid due to a lack of financial disclosure in the Agreement itself, and the absence of a written waiver thereof. A “fair and reasonable” disclosure, also defined in case law as a “full and fair” disclosure, does not demand the production of exact financial records, but does require enough precision to ascertain the “general financial resources” of the party making the disclosure. *Nigro v. Nigro*, 538 A.2d 910, 914 (Pa. Super. 1988). The disclosure itself is not required to be present in the text of the agreement, or even attached thereto, as an agreement “can be upheld if it merely recites that such disclosure has been made.” *Paroly v. Paroly*, 876 A.2d 1061, 1066 (Pa. Super. 2005), citing *In re Estate of Hartman*, 582 A.2d 648 (Pa. Super. 1990). “Indeed, when a spouse is fully engaged in the couple’s financial affairs and is familiar with a business owned by the other spouse, [courts] will uphold an agreement even when it contains neither disclosure nor an affirmation that disclosure was made.” *Id.*, citing *Adams v. Adams*, 607 A.2d 1116 (Pa. Super. 1992).

No explicit notation that a disclosure occurred is present in the Agreement, and no written disclosure is attached. Likewise, no disclosure, or

reference thereto, is contained in any of the prior agreements between the parties. In fact, the word "disclosure" does not appear in the text of the Agreement. If any disclosure did take place, it must be implied from the terms of the Agreement and the testimony of the parties. While it is evident that the parties have multiple, possibly affiliated, business interests, the court finds that neither the Agreement, nor any of the parties' prior agreements, provides a full overview of the structure, relationships, or value of those businesses as required to constitute a "full and fair" disclosure of assets. The U.S. and China businesses are apparently not so interrelated as to require any financial documents from China to be filed with the U.S. business's tax returns, and no such financial documentation has ever been provided. Husband testified that Wife has not provided him with the financial information of the Chinese businesses which she controls, and that she continues to refuse to provide such information. Husband also testified Chinese government requires annual detailed financial audits from business entities, and thus Wife would have easy access to such information. These circumstances indicate that there has not been a "fair and reasonable disclosure" pursuant to §3106(a)(2)(i).

Similarly, no voluntary and express written waiver of disclosure appears in the Agreement or elsewhere in the record, and Husband credibly testified that he did not make such a waiver. Therefore, the court concludes that Husband "did not voluntarily and expressly waive, in writing, any right to disclosure of the property or financial obligations of the other party beyond the disclosure provided" pursuant to §3106(a)(2)(ii).

Based upon the above lack of disclosure, and the presumptive separate corporate status of the U.S. and China businesses, Husband alleges that he did not have full knowledge of Wife's financial assets. Specifically, Husband testified that he is not privy to the financial details of Wife's business in China. Wife seems to concede this point, as Paragraph 6 of her Answer to Husband's Motion to Set Aside the Agreement states that "[Husband] retained no interest in the China business, making his knowledge of its financial status immaterial." However, since the business is an asset of Wife's, he would certainly need to have knowledge of its financial status to fully understand Wife's "property or financial obligations," and his knowledge thereof is not immaterial. Likewise, the parties' access to financial information seems to be heavily weighted in Wife's favor. Paragraph 1 of the Agreement provides Wife with "the right to review the monthly financial data of the US business," yet Husband has no similar right over Wife's Chinese business. Husband points to his discovery that the value of the Chinese business at the end of 2011 was approximately 16 million yuan, or \$2.5 million, mere months before that same business was given a nominal value of \$1.00 by the 2012 Agreement. The continued inability of Husband to access the financial records of the Chinese business, added to Wife's refusal to provide those records upon request, indicates that Husband "did not have an adequate knowledge of the property or financial obligations" of Wife.

By clear and convincing evidence, Husband has proven the three required statutory elements: that there was no "fair and reasonable"

disclosure to him of Wife's assets, specifically, the value of the "China business," prior to entering into the agreement; the right to disclosure was not voluntarily or expressly waived in writing; and that Husband "did not have an adequate knowledge" of Wife's property or financial obligations before execution of the agreement. For those reasons, the Agreement must be set aside pursuant to 23 Pa.C.S. §3106(a)(2). The convoluted course of the series of self-drafted business agreements between the parties in this case, culminating in the January 28, 2013 "Post-Marriage Agreement," is a testament as to why even very intelligent, highly educated individuals should consider seeking legal counsel when attempting to address complex international corporate issues, particularly when contemplating a divorce.

Accordingly, the court enters the following Order:

SENT

JUL 05 2017

JAMES ZHOU LIU,
Plaintiff

v.

LIXIN LILLY ZHANG,
Defendant

: IN THE COURT OF COMMON PLEAS

: CHESTER COUNTY, PENNSYLVANIA

: CIVIL ACTION - LAW

: IN DIVORCE

: NO. 2013-09880-DI

Elizabeth Plasser Kelly, Esquire, Attorney for Plaintiff
Lance J. Nelson, Esquire, Attorney for Defendant

ORDER

AND NOW, this 30th day of June, 2017, upon consideration of Defendant's "Petition for Contempt and Enforcement," filed on October 2, 2015, and Plaintiff's "Motion to Set Aside Post-Marriage Agreement," filed on May 25, 2016, it is hereby ORDERED and DECREED that:

1. Defendant's Petition is DENIED.
2. Plaintiff's Motion is GRANTED. Pursuant to the provisions of 23 Pa.C.S. §3106(a)(2), the postnuptial agreement of Plaintiff, James Zhou Liu, and Defendant, Lixin Lilly Zhang, entered into on or about January 28, 2013, is declared to be unenforceable. The prenuptial agreement is therefore set aside.

BY THE COURT:



David F. Bortner, J.

EXHIBIT 2

**The Two parties signed agreement on January 24, 2012 to decide who owns the
US business and who owns China Business**

Agreed Principles in Dividing Business and Family Properties and Responsibilities

Both James Zhou Liu & Lixin Lilly Zhang agree that our marriage is at the irretrievable breakdown status and both agree to enter the no-fault and uncontested marriage dissolution under the following terms:

USA business value is estimated to be US\$2.0 million in 12 months (by January 5, 2013). China business value is determined at a value of US\$1.00.

James Zhou Liu has the overall ownership of the business properties in the USA, except the portion owned by other shareholders. Lilly Zhang has the overall ownership of the business properties in China except the portion owned by other shareholders, if any. Both will support each other and never participate in any harmful action against each other. It is confirmed truthfully that no any family members or relatives from either James Liu or Lilly Zhang has any ownership of the business properties either in the US or China at the time this contract is signed. Both parties must fully collaborate to transfer all related ownership and management power to let the other party be fully functional after the following terms have been completely delivered.

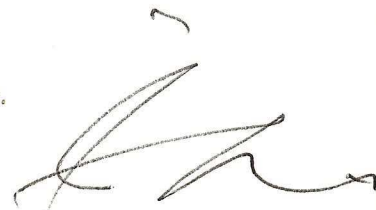
Within twelve months, both parties will be actively looking for buyers. If the business has an offer to buy at least US\$2.0 million dollars including entire properties and intellectual properties except the vaginal cleaning patent, Lilly Zhang will receive 50% of the sale income, and James Liu another 50% to be shared with other four shareholders in USA. Both parties have to provide continue operational supports if the buyer makes such requirements. If there is no buyer to offer the minimum price in 12 months, the selling price will be reduced based on the market best offer unless one of the parties who want to keep and own the business will pay another party \$150,000 at the time the party refuses the buyer's offer, and then \$150,000 annually dividing as monthly payment of \$12,500 per month starting on January 1, 2013. Failure to make such payment will result in returning the shares to another party and the loss of all right to control the business.

James Liu will be responsible and liable to all other shareholders and any debts in the US business. Lilly Zhang will be responsible and liable to all other shareholders and any debts in China business.

Both parties will continually support each other's ongoing business activities under the conditions that both parties' historical contributions to the business development are respected and recognized, not denied, and that no party will date or re-married.

Family properties and liabilities:

- 1) Bank balances: total bank balances are about US\$75,000 which will be James Liu's to keep.
- 2) Cars: who drives whose car who owns it.
- 3) House: James Liu has the responsibility to pay the mortgage and usage. By 18 months, the house must be sold, and the net sales value is to be divided by 2.
- 4) Social Security from 2004 to 2011: the value is to be divided by 2.
- 5) Life insurance from 2004 to 2011: The value is to be divided by 2.
- 6) Furniture: Who carried the pieces from the previous marriage who owns them.

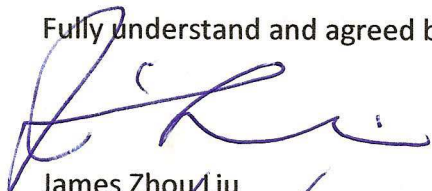


Each party is fully responsible for his/her biological child (children) starting from the signing day.

Any failure to obey any of the above terms made by one party will result in the loss of the fault party's ownership to another no fault party automatically.

This Agreement becomes legally effective after both sign it. It is a supplement of the no-fault marriage dissolution Agreement. Both parties sign it without any argument. This agreement is confidential and cannot be released to any third party unless required by law.

Fully understand and agreed by:



James Zhou Liu

Date: 1/24/2012

Fully understand and agreed by:



Lixin Lilly Zhang

Date: 01/24/2012

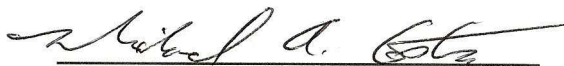
On this, the ___ day of January, 2012, before me, James Zhou Liu and Lixin Lilly Zhang, executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Michael A. Costa, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires June 21, 2012

Member, Pennsylvania Association of Notaries



Notary Public



EXHIBIT 3

The two parties signed agreement on January 28, 2013 to decide who owns the US business and who owns the China Business, and the financial balance

Post-Marriage Agreement

On January 24, 2012, both James Zhou Liu & Lixin Lilly Zhang signed the Agreement to dissolve the marriage. Both parties now agree that the agreement is null and void. This new Agreement is to build a long-term happy marriage and family.

We recognize that we both have contributed with our best efforts towards the development of the US and China businesses. We have also realized there are significant differences between us on how to strategically and financially manage the businesses and family funds which was one of the major causes of our marriage crisis. To avoid such conflicts and to better protect our business and family from financial risks, we decide to clearly divide the business and family assets, responsibilities, and ownerships as mutually agreed in the following terms and conditions:

Businesses:

1. James will have the overall ownership of US business properties in the USA except the portion owned by the other current shareholders, Weineng Zuo, Shane Wang, Chaoying He, and Jingyu Zhou, under the following terms and conditions that Lilly's US business ownership will be transferred to James proportionally to the amount of the money James will have paid to Lilly. Lilly has the right to review the monthly financial data of the US business. James will be responsible for and liable to all other shareholders and to any debts in the US business.
2. Lilly has the overall ownership of the business properties in China except the portion owned by another shareholder, Lina Zhang. Lilly will be responsible and liable to all other shareholders and to any debts in China business.
3. It is crystal clear that no party will be responsible for the other party's debts after signing this agreement.
4. To honor Lilly's historical contributions of developing the US business, James agrees to pay Lilly USD\$1.0 million within 12 months after signing this Agreement. If the full amount cannot be paid within 12 months, 10% annual interest will be charged to James in his next year payment. James will try his best to sell the US business as early as possible, but no later than January 31, 2015. Within five business days after the US business is sold and paid, James shall pay off the balance to Lilly.
5. Regardless James will sell or not sell the US business, James must pay Lilly the full amount of money for buying out her the US business ownership. Failure to make the full payment by the deadline of January 31, 2015 will automatically result in the switch of James's management and voting power to Lilly. And the US business ownership ratio between James and Lilly will automatically become 45:55. Any debt made by James during his fully control period shall be solely James's responsibilities.
6. Before selling the US business, James' payment to Lilly is scheduled as below:
 - 6.1 Starting on May 1, 2013, James will transfer no less than US\$5,000 each month from the US Company's bank account until the total amount is paid off. The remaining balance shall be paid when the US Company is sold and/or James has the financial capacity but no later than January 31, 2015.
 - 6.2 If James delays the minimal \$5,000 monthly payment longer than 60 days without the cause of natural disasters, the fully voting power and ownership of the US business will be automatically become to the 45:55 ratio of James and Lilly previously co-owned portion of total US business. However, any debt made by James during his fully control period shall be solely James's responsibilities.
7. James' payment to Lilly is to be used freely by Lilly for her own needs.
8. James will have 100% management authority and voting power of the US business after both parties sign this agreement.



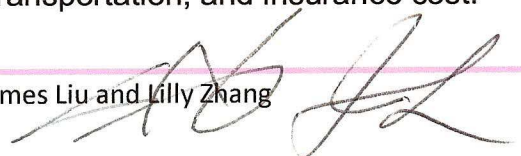
9. James must dedicate his best efforts and resources to the US business. Any new inventions, intellectual properties, and new products developed before the US business is sold by January 31, 2015 shall belong to the US business. Before fully paying off Lilly's USA\$1M money, James will not transfer US business money to any third party or invest any US business money to develop any new business unrelated to the US business.
10. To honor James's historical contribution of developing the China business, Lilly shall pay RMB1.0 million Yuan to James. Both agree that RMB1.0 million Yuan is equivalent to US\$158700. This amount is deducted from James' total payment of US\$1,000,000 to Lilly, that is, the \$841,300 is the actual balance that James shall pay Lilly for exchanging her US business ownership.
11. Lilly will have 100% management authority, voting power and ownership of the China business after both parties sign this agreement.
12. The value change of the US business during James's fully control period is solely due to James' management and Lilly will not be responsible for any ups or downs. Lilly will not share any of the increased or decreased US business value except the portion contributed by Lilly through managing international business as defined in Item 16.
13. The value change of the China business in the future is solely due to Lilly's management and James will not be responsible for any ups or downs. James will not share any of the increased or decreased Chinese business value.
14. No party should borrow any fund for supporting business operation using spouse's name or using the shared family properties as collateral.
15. James will ensure his brother Jin Biao Liu (刘近标) to sign and obey the 4 parties' Agreement and transfer all Chinese patent/patent applications' ownership related to nasal irrigation to Lilly's China business. Lilly will pay the patent application fees to his brother. If James brother directly or indirectly sells any products related to nasal irrigation in China, James will not buy any product made directly and/or indirectly by his brother. If James buys products from his brother after his brother is competing with Lilly in nasal irrigation business, James will be punished/fined by paying Lilly 10 times of the purchased product value.
16. Lilly will remain the position of President of TechWorld Corporation, Inc. (without management authority in North America of the US business) and conduct international sales excluding North America, and entitled for the net profit of all international sales excluding North America. Lilly will also be financially rewarded for her contributions to the international business based on the increased value of the overall US business upon acquisition of the US business by others. The increased value is proportional to the percentage of the overall sales with a cap of 20% since the US intellectual properties basically do not cover the international market.

Family Money and Properties:

1. All James related business US bank balances will be James' to keep.
2. All Lilly related China bank balances and Lilly solely opened US bank balances regardless where the money came from will be Lilly's to keep.
3. All joint US family bank accounts will be co-owned by both. James is responsible for depositing money into those accounts to meet family's basic needs as defined below.
4. Cars: who drives whose car who owns that car.
5. House in the US: Within 6 months, the house will be sold and the net sales value will be divided as 50:50, or to be used to purchase a new house which will be co-owned equally by both spouses.
6. Each party is fully responsible for his/her biological child (children) starting from the date of signing this agreement.

James' Liabilities and Responsibilities: for meeting the family's basic needs, such as:

1. Pay the mortgage, utilities, groceries, communication, transportation, and insurance cost.



2. Purchase health insurance and pay medical bills for the family when his financial status is ready.
3. Pay family vacations and domestic travel cost up to \$3000 yearly. If more than that, James' pre-agreement will be needed before having such event.
4. Co-manage the family fund.

Lilly's Liabilities and Responsibilities:

1. Do house works whenever at home.
2. Manage both Chinese business and US TWC' international business.
3. Provide consultation when James asks for about US business issues.
4. Co-manage the family fund, and pay her own travel cost to China.

Marriage Protection:

We agree that our past arguments and accuses/complains were the results of misunderstandings, and therefore are not true and invalid. No one shall use the previous events, to negatively impact spouse. No extramarital affair is allowed. If any party has affairs and verified by the other party, the offending party will get 5% of his/her own total assets only at the time of marriage dissolution.

To co-build a happy marriage and family, no one should mention previous unhappy event more than once in any given month. Any argument should be ended in 1 minute when any party starts to count time. Anyone who triggers unhappy arguments will be recorded in emails and should apologize to the other party.

Both agree that the Will to be issued by any spouse should be: the total property of the deceased spouse is divided by both surviving spouse and his or her biological children in the ratio of 50:50 (Spouse : Children). This restriction will become invalid after devorce.

In the event that one spouse breaches this Agreement, another spouse will have the right to devorce. In such case, the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party.

This agreement becomes legally effective after both sign it. It is confidential and cannot be released to any third party unless required by law. Signing this agreement is for re-starting our happy marriage and for a long term happy marriage and family life.

Fully understood and agreed, and
signed with love by Husband:

Fully understood and agreed, and
signed with love by Wife:

James Zhou Liu 

Lixin Lilly Zhang 

On this 28th day of January, 2013, before me, James Zhou Liu and Lixin Lilly Zhang, executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Sealed with Notarial Seal



Notary Public

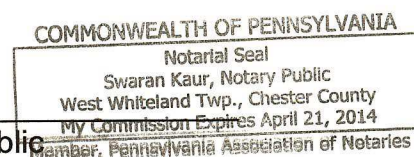


EXHIBIT 4

Lixin Lilly Zhang's Petition filed as Defendant

JAIME L. JANO, ESQUIRE
ATTORNEY I.D. 206850
MacELREE HARVEY, LTD.
17 West Miner Street, P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEY FOR DEFENDANT

JAMES ZHOU LIU, : IN THE COURT OF COMMON PLEAS
Plaintiff :
v. : CHESTER COUNTY, PENNSYLVANIA
LIXIN LILLY ZHANG, :
Defendant : NO: 2013-09880-DI
: IN DIVORCE

FILED
2015 OCT -2 PM 4:11
OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

PETITION FOR CONTEMPT AND ENFORCEMENT

The Petitioner, Lixin Lilly Zhang, by and through her attorneys, MacElree Harvey, Ltd., files this Petition for Contempt and Enforcement, and in support thereof, avers as follows:

1. Petitioner is Lixin Lilly Zhang ("Petitioner").
2. Respondent is James Zhou Liu ("Respondent").
3. Respondent filed a Divorce Complaint on October 7, 2013.
4. Petitioner and Respondent entered into a Post-marriage Agreement on January 28, 2013, which was filed with the court on August 3, 2015 (the "Agreement"). Attached hereto as Exhibit "A" is a true and correct copy of the Post- marriage Agreement.
5. The Agreement provides that Petitioner has the right to review the monthly financial data of the U.S. Business, which is incorporated in Nevada as TechWorld Corporation, Inc. and does business as DrNaturalHealing, Inc. in Delaware (the "U.S. Business"). Exhibit A, ¶ 1.

6. Despite numerous requests by Petitioner, Respondent has not provided Petitioner with the monthly financial data of the U.S. Business.

7. The Agreement provides in relevant part that Respondent agrees to pay Petitioner one million dollars (\$1,000,000) by January 31, 2015 for her contributions to their U.S. Business, less one hundred fifty-eight thousand seven hundred dollars (\$158,700) for his contributions to their China Business, so that Respondent owes Petitioner a total of eight hundred forty-one thousand three hundred dollars (\$841,300). Exhibit A, ¶ 4, 10. The China Business is Jiangsu Taide Pharma, Ltd. (the "China Business").

8. Respondent has not paid any of the \$841,300 owed to Petitioner.

9. The Agreement provides that if the full amount is not paid within 12 months, Respondent shall pay 10% annual interest per year. Exhibit A, ¶ 4.

10. Respondent currently owes Petitioner 10% interest for 2014 totaling \$84,130 and an additional 10% on \$925,430 for 2015 for a total of one million seventeen thousand nine hundred and seventy-three (\$1,017,973).

11. The Agreement provides that if Respondent fails to make the full payment by the deadline of January 31, 2015, 5% of Respondent's ownership and voting power shall transfer to Petitioner so that she owns 55% of their co-owned shares of the U.S. Business and Respondent owns 45% of their co-owned shares of the U.S. Business. Exhibit A, ¶ 5.

12. The Agreement provides that Respondent will not transfer U.S. Business money to any third party or invest any U.S. Business money to develop any new business unrelated to the U.S. Business before Petitioner is paid the full amount owed to her under Paragraphs 4 and

10 of the Agreement. Exhibit A, ¶ 9.

13. Respondent formed a new company, Base-Pair Pharmaceuticals, Inc. (the “New U.S. Company”) in March 2013, which is unrelated to the U.S. Business and Petitioner used money from the U.S. Business and the U.S. Business’s facility to form the New U.S. Company.

14. Respondent then used the New U.S. Company to establish a company in China in July 2013, Suzhou Base-Pair Pharmaceuticals, Ltd. (the “New China Business”), to compete with the China Business, which caused a direct loss to the China Business in excess of six hundred thousand dollars (\$600,000).

15. Pursuant to Pennsylvania Rule of Civil Procedure 1920.43(a)(3), at any time after the filing of the Complaint, on petition setting forth facts entitling the party to relief, the Court may, upon such terms and conditions as it deems just, grant appropriate relief.

16. Title 23 of Pennsylvania Consolidated Statutes Annotated allows the following remedies:

(a) Section 3105 (a) entitled “Enforcement” provides that the Court “may utilize a remedy or sanction set forth in this part to enforce the agreement to the same extent as though the agreement had been an order of the court;”

(b) Section 3502(e) entitled “Powers of the Court” provides in relevant part that “if, at any time, a party has failed to comply with an order of equitable distribution, as provided for in this chapter or with the terms of an agreement as entered into between the parties, after hearing, the court may, in addition to any other remedy available under this part, in order to effect compliance with its order:

- (1) enter judgment;
- (7) award counsel fees and costs; and
- (9) find the party in contempt.”

17. Petitioner believes and therefore avers that Respondent has the ability to comply with the Agreement and has willfully failed to comply.

WHEREFORE, Petitioner, Lixin Lilly Zhang, respectfully requests that this Honorable Court grant her Petition for Contempt and Enforcement, finding Respondent James Zhou Liu in contempt and enforcing: (1) Respondent’s obligation to pay \$1,017,973 within thirty (30) days; (2) Respondent’s obligation to transfer 5% of the shares in the U.S. Business that are co-owned with Petitioner to Petitioner so that she owns 55% of their co-owned shares of the U.S. Business within ten (10) days; (3) awarding an additional six hundred thousand dollars (\$600,000) in damages payable within ninety (90) days; and (4) awarding counsel fees and costs, as well as any other remedy this Court deems appropriate.

MacELREE HARVEY , LTD.

By: Jaime L. Jano
Jaime L. Jano, Esquire
Attorney for Petitioner

VERIFICATION

I, Lixin Lilly Zhang, verify that I am the defendant herein, and verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: 10/2/15


LIXIN LILLY ZHANG
Defendant

CERTIFICATE OF SERVICE

This is to certify that in this case complete copies of all papers contained in the foregoing Petition have been served upon the following persons, by the following means, and on the date stated:

Name:

James Zhou Liu
111 McCoy Street
Milford, DE 19963

Means of Service:

First Class Mail
Certified Mail

Date of Service:

October 2, 2015

MacELREE HARVEY, LTD.

By: _____

Jalme L. Jano

Jalme L. Jano, Esquire
Attorney for Petitioner

OFFICE OF THE
PROTHONOTARY
GENERAL
DELAWARE COUNTY

2015 OCT -2 PM 4:11

FILED

EXHIBIT A

JAMES ZHOU LIU
Plaintiff

v.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS
:
: CHESTER COUNTY, PENNSYLVANIA
:
: NO. 2013-09880-DI
:
: CIVIL ACTION - DIVORCE

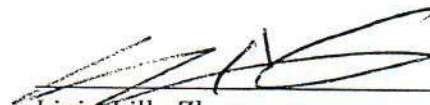
OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

2015 AUG -3 PM 12:34

FILED

POST MARITAL AGREEMENT

Please file the attached.



Lixin Lilly Zhang

Post-Marriage Agreement

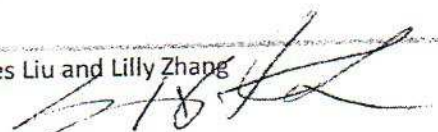
On January 24, 2012, both James Zhou Liu & Lixin Lilly Zhang signed the Agreement to dissolve the marriage. Both parties now agree that the agreement is null and void. This new Agreement is to build a long-term happy marriage and family.

We recognize that we both have contributed with our best efforts towards the development of the US and China businesses. We have also realized there are significant differences between us on how to strategically and financially manage the businesses and family funds which was one of the major causes of our marriage crisis. To avoid such conflicts and to better protect our business and family from financial risks, we decide to clearly divide the business and family assets, responsibilities, and ownerships as mutually agreed in the following terms and conditions:

Businesses:

1. James will have the overall ownership of US business properties in the USA except the portion owned by the other current shareholders, Weineng Zuo, Shane Wang, Chaoying He, and Jingyu Zhou, under the following terms and conditions that Lilly's US business ownership will be transferred to James proportionally to the amount of the money James will have paid to Lilly. Lilly has the right to review the monthly financial data of the US business. James will be responsible for and liable to all other shareholders and to any debts in the US business.
2. Lilly has the overall ownership of the business properties in China except the portion owned by another shareholder, Lina Zhang. Lilly will be responsible and liable to all other shareholders and to any debts in China business.
3. It is crystal clear that no party will be responsible for the other party's debts after signing this agreement.
4. To honor Lilly's historical contributions of developing the US business, James agrees to pay Lilly USD\$1.0 million within 12 months after signing this Agreement. If the full amount cannot be paid within 12 months, 10% annual interest will be charged to James in his next year payment. James will try his best to sell the US business as early as possible, but no later than January 31, 2015. Within five business days after the US business is sold and paid, James shall pay off the balance to Lilly.
5. Regardless James will sell or not sell the US business, James must pay Lilly the full amount of money for buying out her the US business ownership. Failure to make the full payment by the deadline of January 31, 2015 will automatically result in the switch of James's management and voting power to Lilly. And the US business ownership ratio between James and Lilly will automatically become 45:55. Any debt made by James during his fully control period shall be solely James's responsibilities.
6. Before selling the US business, James' payment to Lilly is scheduled as below:
 - 6.1 Starting on May 1, 2013, James will transfer no less than US\$5,000 each month from the US Company's bank account until the total amount is paid off. The remaining balance shall be paid when the US Company is sold and/or James has the financial capacity but no later than January 31, 2015.
 - 6.2 If James delays the minimal \$5,000 monthly payment longer than 60 days without the cause of natural disasters, the fully voting power and ownership of the US business will be automatically become to the 45:55 ratio of James and Lilly previously co-owned portion of total US business. However, any debt made by James during his fully control period shall be solely James's responsibilities.
7. James' payment to Lilly is to be used freely by Lilly for her own needs.
8. James will have 100% management authority and voting power of the US business after both parties sign this agreement.

Confidential Agreement between James Liu and Lilly Zhang



9. James must dedicate his best efforts and resources to the US business. Any new inventions, intellectual properties, and new products developed before the US business is sold by January 31, 2015 shall belong to the US business. Before fully paying off Lilly's USA\$1M money, James will not transfer US business money to any third party or invest any US business money to develop any new business unrelated to the US business.
10. To honor James's historical contribution of developing the China business, Lilly shall pay RMB1.0 million Yuan to James. Both agree that RMB1.0 million Yuan is equivalent to US\$158700. This amount is deducted from James' total payment of US\$1,000,000 to Lilly, that is, the \$841,300 is the actual balance that James shall pay Lilly for exchanging her US business ownership.
11. Lilly will have 100% management authority, voting power and ownership of the China business after both parties sign this agreement.
12. The value change of the US business during James's fully control period is solely due to James' management and Lilly will not be responsible for any ups or downs. Lilly will not share any of the increased or decreased US business value except the portion contributed by Lilly through managing international business as defined in Item 16.
13. The value change of the China business in the future is solely due to Lilly's management and James will not be responsible for any ups or downs. James will not share any of the increased or decreased Chinese business value.
14. No party should borrow any fund for supporting business operation using spouse's name or using the shared family properties as collateral.
15. James will ensure his brother Jin Biao Liu (刘近标) to sign and obey the 4 parties' Agreement and transfer all Chinese patent/patent applications' ownership related to nasal irrigation to Lilly's China business. Lilly will pay the patent application fees to his brother. If James brother directly or indirectly sells any products related to nasal irrigation in China, James will not buy any product made directly and/or indirectly by his brother. If James buys products from his brother after his brother is competing with Lilly in nasal irrigation business, James will be punished/fined by paying Lilly 10 times of the purchased product value.
16. Lilly will remain the position of President of TechWorld Corporation, Inc. (without management authority in North America of the US business) and conduct international sales excluding North America, and entitled for the net profit of all international sales excluding North America. Lilly will also be financially rewarded for her contributions to the international business based on the increased value of the overall US business upon acquisition of the US business by others. The increased value is proportional to the percentage of the overall sales with a cap of 20% since the US intellectual properties basically do not cover the international market.

Family Money and Properties:

1. All James related business US bank balances will be James' to keep.
2. All Lilly related China bank balances and Lilly solely opened US bank balances regardless where the money came from will be Lilly's to keep.
3. All joint US family bank accounts will be co-owned by both. James is responsible for depositing money into those accounts to meet family's basic needs as defined below.
4. Cars: who drives whose car who owns that car.
5. House in the US: Within 6 months, the house will be sold and the net sales value will be divided as 50:50, or to be used to purchase a new house which will be co-owned equally by both spouses.
6. Each party is fully responsible for his/her biological child (children) starting from the date of signing this agreement.

James' Liabilities and Responsibilities: for meeting the family's basic needs, such as:

1. Pay the mortgage, utilities, groceries, communication, transportation, and insurance cost.

2. Purchase health insurance and pay medical bills for the family when his financial status is ready.
3. Pay family vacations and domestic travel cost up to \$3000 yearly. If more than that, James' pre-agreement will be needed before having such event.
4. Co-manage the family fund.

Lilly's Liabilities and Responsibilities:

1. Do house works whenever at home.
2. Manage both Chinese business and US TWC' international business.
3. Provide consultation when James asks for about US business issues.
4. Co-manage the family fund, and pay her own travel cost to China.

Marriage Protection:

We agree that our past arguments and accuses/complains were the results of misunderstandings, and therefore are not true and invalid. No one shall use the previous events, to negatively impact spouse. No extramarital affair is allowed. If any party has affairs and verified by the other party, the offending party will get 5% of his/her own total assets only at the time of marriage dissolution.

To co-build a happy marriage and family, no one should mention previous unhappy event more than once in any given month. Any argument should be ended in 1 minute when any party starts to count time. Anyone who triggers unhappy arguments will be recorded in emails and should apologize to the other party.

Both agree that the Will to be issued by any spouse should be: the total property of the deceased spouse is divided by both surviving spouse and his or her biological children in the ratio of 50:50 (Spouse : Children). This restriction will become invalid after devorce.

In the event that one spouse breaches this Agreement, another spouse will have the right to devorce. In such case, the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party.

This agreement becomes legally effective after both sign it. It is confidential and cannot be released to any third party unless required by law. Signing this agreement is for re-starting our happy marriage and for a long term happy marriage and family life.

Fully understood and agreed, and
signed with love by Husband:

James Zhou Liu

Fully understood and agreed, and
signed with love by Wife:

Lixin Lilly Zhang

On this 28th day of January, 2013, before me, James Zhou Liu and Lixin Lilly Zhang, executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Sealed with Notarial Seal

[Signature]

Notary Public

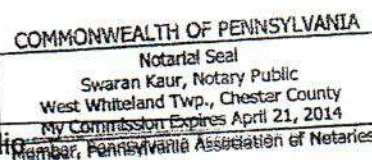


EXHIBIT 5

James Z. Liu's Answer to Defendant's Petition

JAMES ZHOU LIU : IN THE COURT OF COMMON PLEAS
Plaintiff : CHESTER COUNTY, PENNSYLVANIA
Vs. : DOCKET NO. 2013-09880-DI
LIXIN LILLY ZHANG : CIVIL ACTION --- LAW
Defendant : IN DIVORCE

PLAINTIFF/RESPONDENT'S ANSWER TO

DEFENDANT/PETITIONER'S PETITION FOR CONTEMPT AND ENFORCEMENT

Now comes James Zhou Liu, the Respondent, in answer to Petitioner Lixin Lilly Zhang's petition:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Denied. Petitioner had materially breached the Post Marriage Agreement as evidenced immediately before, during and immediately after signing the Agreement. Petitioner provided her secretly and faultily opened bank account on January 15, 2013 to a Singapore Buyer before February 4, 2013, or during the time of signing the Agreement on January 28, 2013, to hijack US Business fund as evidenced on February 4, 2013. The detail of this particular breaching is provided in Response number 19 to

FILED
2015 OCT 19 PM 2:52
OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA

24, as well as these breaching actions by Petitioner listed in the responses from 25 to 50. It was clearly agreed by the two parties that in the Post-Marriage Agreement (Petitioner' Exhibit A), page 3, Marriage Protection, paragraph 4, ***"In the event that one spouse breaches this Agreement, another spouse will have the right to divorce. In such case, the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party."*** Starting from February 4, 2013, Respondent had no balance due to Petitioner, and no financial obligation to Petitioner. The no-financial-obligation applies to the following responses 6, 7, 8, 9, 10, 11, and 12.

6. Denied, same justification as provided in Response 5.

7. Denied, same justification as provided in Response 5.

8. Denied, same justification as provided in Response 5.

9. Denied, same justification as provided in Response 5.

10. Denied, same justification as provided in Response 5.

11. Denied, same justification as provided in Response 5.

12. Denied, same justification as provided in Response 5.

13. Denied. Although Respondent formed a new company by the name of Base-Pair Pharmaceuticals, no US Business's money was used, and no any business activity was conducted. It was cancelled in January 2015. Moreover, Petitioner herself in Petitioner's paragraph 13 claims "Petitioner used money from the U.S. Business and the U.S. Business' facility to form the New U.S. Company."

14. Denied. Respondent did not go to China and did not send a single penny to fund Suzhou Base-Pair Pharmaceuticals, Ltd. in China. Respondent did not get a single

penny payment from the "New China Business." Additionally, Respondent has not now or ever had any reliable knowledge of the financials relating to Petitioner's China Business, as Petitioner has kept that marital property as a top secret from Respondent. It was Petitioner who attended a big tradeshow named ECRM in February 2015 in USA to compete with Respondent.

15. No answer required.

16. No answer required.

17. Denied. While Respondent has insufficient knowledge to address Petitioner's beliefs, Respondent denies he has willfully failed to comply with the parties' Post-Marriage Agreement owing to Petitioner's fraud in contemplation of the Post Marriage Agreement by withholding marital property information from Respondent and by Petitioner's continuing actions to disrupt and damage Respondent's U.S. Business immediately before, during, and immediately after signing the Agreement.

NEW MATTER

18. Respondent incorporates herein by reference paragraphs 1 through 17 above.

19. Respondent avers Petitioner materially breached the parties' Post Marriage Agreement [Petitioner's Exhibit A]" by knowingly and willfully hiding the true value of the marital property in Jiangsu Taide Pharmaceuticals in China (the "China Business") by significantly underreporting same to the Respondent prior to co-signing the Post Marriage Agreement. The same malpractice was conducted by Petitioner when both signed the 2012-Separation Agreement by reporting that the China Business' value was one (1) US dollar, but actually was RMB16,134,318.93 (equivalent US\$2,602,309) at the end of Dec-2011. Based on the government issued record of the China Business, its

initially invested property value of the China Business, Jiangsu Taide Pharmaceuticals on December 31, 2009 was RMB10,000,000 (or equivalent to US\$1,612,903). The asset value of the China Business was RMB16,134,318.93 at the end of Dec-2011, and RMB15,457,466.37 for the first 10 months (at the end of October 2012) per the accounting reports of the China Business. Petitioner reported to Respondent on January 28, 2013 that the asset value of the China Business was RMB2,000,000 at the end of 2012, which was knowingly and willingly hiding the marital property in China Business to cause Respondent to sign the Post Marriage Agreement (Petitioner's Exhibit A).

20. Respondent avers Petitioner grossly breached the Post-Marriage Agreement by fraudulently using TechWorld Corporation, the US Business, as a front to falsify the FDA (Food and Drug Administration)'s certificate (Exhibit 1) and provided that fake certificate to a Vietnamese distributor for medical devices made in China in a non-GMP (Good Manufacture Practice) workshop to the detriment of TechWorld Corporation.

21. Respondent avers Petitioner grossly breached the Post-Marriage Agreement by knowingly and willingly telling the untrue story to the shareholders of TechWorld Corporation that "It was YOU (Respondent) who provided that fake FDA document to Vietnam Distributor" to harm Respondent; and then directs Petitioner's ex-husband to interrupt US Business with non-professional statements.

22. Respondent avers Petitioner breached the Post-Marriage Agreement by fraudulently using TechWorld Corporation, the US Business, as a front to falsify the FDA (Food and Drug Administration)'s certificate and provided that fake certificate to a Vietnamese distributor for medical devices, caused multiple-years business revenue

loss of TechWorld Corporation at least US\$600,000 due to the discontinuation of Vietnam distribution.

23. Respondent avers Petitioner materially breached the parties' Post Marriage Agreement within one week of its execution by hijacking funds of the US business to the bank account faultily opened by Petitioner (see paragraphs no. 25 and 26 below) as evidenced on February 4, 2013 (Exhibit 2). The hijacking was masterminded by Petitioner during the signing of the Agreement.

24. It was well-planned serial acts by Petitioner to induce Respondent to sign the Post Marriage Agreement by hiding her China Business asset, then took many actions in damaging the US Business after she dishonestly gained the financial principle and interest from Respondent. Petitioner then fully utilized her advantage to pressure Respondent in any way she could to cause Respondent a long-term mental suffer.

25. Respondent avers Petitioner materially breached the parties' Marriage Dissolution Agreement signed on January 24, 2012 when it was in full force, and during the negotiation for reaching the Post-Marriage Agreement by opening a secret U.S. business bank account on January 15, 2013 when Petitioner signed as President, TechWorld Corporation. Petitioner lost any right to manage or represent the US business, per the agreed term "**James Zhou Liu has the overall ownership of the business properties in the USA, except the portion owned by the other shareholders. Lilly Zhang has the overall ownership of the business properties in China except the portion owned by the other shareholders, if any.**" In addition, Petitioner opened that bank account before reaching the Post-Marriage Agreement and used this bank account immediately after signing the Post Marriage Agreement to

hijacking the US Business fund as evidenced on February 4, 2013.

26. Respondent avers Petitioner materially breached the parties' 2012-Marriage Dissolution Agreement (Exhibit 3), and in the very dishonest way towards signing the 2013 Post Marriage Agreement by using her ex-husband's private apartment address, an address not associated with TechWorld Corporation, on January 15, 2013 when Petitioner opened the secret bank account identified in the preceding paragraph no. 25.

27. Respondent avers TechWorld Corporation's by-laws expressly state that only the Treasurer is authorized to open a bank account for the U.S. Company and Petitioner never held the said Treasurer's position or title.

28. Respondent avers Petitioner breached the "co-build a happy marriage and family" provision of the parties' Post Marriage Agreement by physically abusing Respondent on June 1, 2013 during a domestic violence situation which resulted in Respondent's face to bleed profusely. As a consequence, Petitioner was arrested by the two police officers that night. Exhibit 4.

29. Respondent avers Petitioner breached the "co-build a happy marriage and family" provision of the parties' Post Marriage Agreement by threatening in writing to kill Respondent and others on November 21, 2013. Petitioner was forced to be away from Respondent following the PFA issued by the Chester County Court.

30. Respondent avers Petitioner materially breached the parties' Marriage Dissolution Agreement signed on January 24, 2012 when it was in full force (Exhibit 3, the "2012-Marriage Dissolution Agreement"). That Agreement stated: "House: James Liu has the responsibility to pay the mortgage and usage." Petitioner never contributed a single penny towards the mortgage payment after the two parties became financially

independent, and refused to pay any penny one cent for the use by her and her daughter, and destroyed Respondent's properties and Respondent authored book violently on November 24, 2012 while she was living in Respondent's residence. The red-hand photo evidences of destructive action of Petitioner were shown as Exhibit 5.

31. According to the independent Item 8 of the Post Marriage Agreement, "**James will have 100% management authority and voting power of the US business after both parties sign this agreement.**" Respondent avers Petitioner and her ex-husband, Weineng Zuo (or Wayne Zuo), conspired to ship and did ship U.S. business assets in a full ocean container on June 6, 2013 to the China Business operated by Petitioner without Respondent's knowledge.

32. Respondent avers Petitioner materially breached the parties' Post Marriage Agreement in August 2013 by instructing her China Business employee to wire-transfer US \$70,190.54 to pay for the goods made by the US Business to the Petitioner's secretly opened bank account identified in the preceding paragraph numbers 25 and 26.

33. Respondent avers that Petitioner, in contradiction to paragraph 8 of the Post-Marriage Agreement, where Respondent has "100% management authority and voting power of the US Business after both parties signed this Agreement [Petitioner's Exhibit A]" Petitioner and her ex-husband, Weineng Zuo, conducted a number of activities on behalf of the U.S. Business without Respondent's knowledge or consent.

34. Respondent avers Petitioner breached the parties' Post-Marriage Agreement by falsely attempting to reinstate her ex-husband's ownership interest in the U.S. Business after Respondent bought him out per paragraph 8 to honor Petitioner's ex-husband's

desire and act to not a US business shareholder expressed and acted during the time when Petitioner's ex-husband was a more than 2-year long-term living-in ex-husband in the Respondent's house by Petitioner's invitation.

35. Respondent avers Petitioner breached the parties' Post-Marriage Agreement by copying personal and business documents from Respondent's personal computer, without his knowledge or consent, that were later used to not only harm the U.S. Business but also harm Respondent personally.

36. Respondent avers Petitioner breached the parties' Post-Marriage Agreement items 1, 8 and 16, by directing her ex-husband Weineng Zuo to fraudulently sign purchase orders in September 2013 and then in 2015, in the name of TechWorld Corporation with the title of Vice President after he resigned and left the company in July 2013.

37. Respondent avers Petitioner from time to time and without Respondent's knowledge, arranges for bulk production of pre-natal and other multiple vitamins in the United States for shipment to China, which is a departure from the requirement for the import license granted by the China State Food and Drug Administration (SFDA) to US TechWorld Corporation. Petitioner is making a lot money and to let Respondent to bear the legal consequences from Petitioner's wrong doing.

38. Respondent avers Petitioner from time to time and without Respondent's knowledge, arranges for bulk production of pre-natal and other multiple vitamins in the United States for shipment to China, which is also a departure from the requirement for US TechWorld Corporation to obtain a free sale certificate from the US Food and Drug Administration. Again, Petitioner is making a lot money and to let Respondent to bear

the legal consequences from Petitioner's wrong doing.

39. Petitioner then directs her employees in China to bottle these pre-natal vitamins in a substandard facility in China with high humidity to the detriment and potential liability of the US Business in harming these pregnant and lactating women in China. Again, Petitioner is making a lot money and to damage US Business's ethical reputation.

40. After received the warns from Respondent for not conducting this very unethical business to harm pregnant women and their fetuses, Petitioner arranged to ship some empty bottles to a US contract manufacturer to bottle these pre-natal and other four multiple vitamins in USA in November 2013. However, that was a short-lived change. Then in 2015, Petitioner directs her ex-husband by using TechWorld Corporation's name with the title of Vice President to make multiple vitamins in bulk and then transport to China to bottle there again. All in all, Petitioner is focusing on making money no matter what, and making money without consideration of the US Law, China Law, US Company's reputation, and basic business ethics. Petitioner acts above all laws.

41. Respondent avers, again in contradiction to Items 1, 8 and 16 in the Post-Marriage Agreement, that Petitioner called for a shareholders' meeting for the TechWorld Corporation on April 3, 2015 and held such a meeting on April 4, 2015 with the support from her ex-husband. Both of them have no voting power but falsely claimed to have the majority of the votes to harm Respondent's Business.

42. Respondent avers the Petitioner has materially breached the Post-Marriage Agreement, Items 1, 8, and 16 by opening a manufacturing facility in Wilmington, Delaware under the name of TechWorld Corporation without Respondent's approval.

43. Respondent avers the Petitioner has materially breached the Post-Marriage Agreement, Items 1, 8, and 16 without Respondent's approval, by poorly operating a medical device manufacturing facility in Wilmington, Delaware under the name of TechWorld Corporation without any written standard operation procedures to have caused a direct detriment of Respondent's U.S. business reputation and ongoing business relationships with US FDA.

44. Respondent avers the Petitioner has materially breached the Post-Marriage Agreement, Items 1, 8, and 16, without Respondent's approval, by poorly operating a medical device manufacturing facility in Wilmington, Delaware under the name of TechWorld Corporation without the needed management supervision to the detriment of Respondent's U.S. business reputation and ongoing business development.

45. Respondent avers during an FDA inspection of Petitioner's Wilmington, Delaware facility from March 2-15, 2015, many infractions were noted to the detriment of Respondent's U.S. business - TechWorld Corporation.

46. Respondent avers the Petitioner has materially breached the Post-Marriage Agreement, Items 1, 8, and 16 by falsely filing a claim of her management authority in managing the US Business in March 2015 to GS1 US, Inc. using an expired business address of TechWorld Corporation in Downingtown, Pennsylvania. Petitioner's false claim has caused a direct detriment to Respondent's U.S. business.

47. Respondent avers, again in contradiction to paragraphs 1, 8 and 16 of the Post-Marriage Agreement, that Petitioner inappropriately logged into the Nevada State website in November 2014 by identifying herself as the Secretary, President and sole Director of TechWorld Corporation, Inc.

48. Respondent avers that after Petitioner changed the officers of TechWorld Corporation at the State of Nevada website, she falsely stated that Jiangsu Taide Pharmaceuticals, a domestic business in China, is a TechWorld Corporation funded company in order to let Respondent and US Business to bear legal consequences resulted in any misconducts by Petitioner in China, while TechWorld Corporation never received any penny from many million dollars of the profit made by the China business since January 24, 2012 after two signed the Separation Agreement.

49. Respondent avers Petitioner violated paragraph 15 of the parties' Post-Marriage Agreement by failing to pay the Chinese patent application fee(s) to Jin Biao Liu as agreed.

50. Respondent avers Petitioner breached the "co-build a happy marriage and family" provision of the parties' Post Marriage Agreement by falsely hiding Petitioner's Pennsylvania residential address, falsely and secretly relocating her and Respondent's PA residential address to Petitioner's ex-husband's private apartment in Milford, Delaware, for the purpose of paying less tax when Petitioner bought a brand new Mercedes Benz S550 in March 2014 in Delaware fully paid with the cash hijacked from the US Business.

51. Respondent avers the Petitioner has materially breached the Post-Marriage Agreement, Items 1, 8, and 16 by transporting used substandard and poor quality medical devices from China to the USA in August 2015, after repeating her China Business' buying-through approach to by-pass the Chinese seaport's examination, to her facility in Wilmington, Delaware under the name of TechWorld Corporation without Respondent's approval.

52. Respondent avers that if Petitioner is found by this Honorable Court to have breached the parties' Post-Marriage Agreement, then per the Agreement, Petitioner is only entitled to fifty (50) percent of her own total assets at the time of marriage dissolution. In the Post-Marriage Agreement, page 3, Marriage Protection, paragraph 4, the two parties agreed: ***In the event that one spouse breaches this Agreement, another spouse will have the right to divorce. In such case, the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party.***

Therefore, Respondent James Zhou Liu, filed the divorce complaint on October 7, 2013 according to the two-party agreed term, respectfully requests this Honorable Court to grant him relief by dismissing Petitioner Lixin Lilly Zhang's petition for contempt and enforcement and finding that Petitioner Lixin Lilly Zhang breached the two parties' Post-Marriage Agreement so that the breach provision(s) of the two parties' Agreement may be acted upon and enforced.

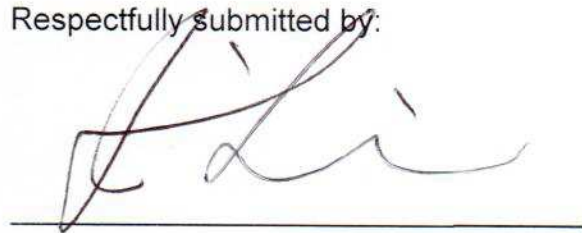
Whereas, Respondent/Plaintiff, James Zhou Liu, respectfully requests that this Honorable Court grant him a divorce decree, and find Petitioner/Defendant Lixin Lilly Zhang in contempt and enforcing:

(1) Petitioner/Defendant's obligation to transfer her 50% own total assets to Plaintiff/Respondent within ten (10) days;

(2) Awarding Plaintiff/Respondent US\$600,000 for the US Business loss from discontinuation of the Vietnam Distributor due to Petitioner/Defendant's activity of falsifying the FDA's document under the US Business TechWorld Corporation name, payable within ten (10) days;

(3) Awarding Plaintiff/Respondent the legal fees and cost related to this case, as well as any other remedy this Court deems appropriate.

Respectfully submitted by:

A handwritten signature in dark ink, appearing to be 'J. Zhou', written over a horizontal line.

James Zhou Liu

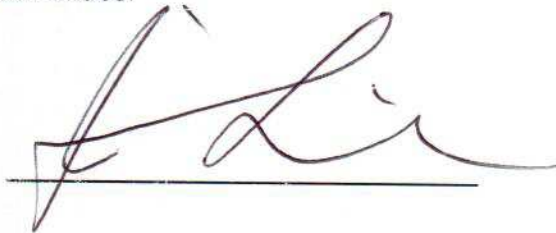
Plaintiff & Respondent, Pro Se

VERIFICATION

I, James Zhou Liu, verify that the statements made in this Answer to Petitioner's Petition for Contempt and Enforcement are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date:

Oct 19, 2015

A handwritten signature in dark ink, appearing to be 'J. Zhou', written over a horizontal line.

James Zhou Liu

Plaintiff & Respondent, Pro Se

Exhibit 1

A copy of Defendant/Petitioner falsified the FDA (Food and Drug Administration)'s certificate in October 2014.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Food and Drug Administration
10903 New Hampshire Ave.
Silver Spring, MD 20993

Certificate No. 433-1-2013

CERTIFICATE TO FOREIGN GOVERNMENT

In order to allow the importation of United States products into foreign countries, the U.S. Food and Drug Administration (FDA) certifies the following information concerning the product(s) to be exported listed below:

Name of Product(s)

NasalCare® Nasal Rinse Starter Kit

NasalCare® Nasal Rinse Mix Packets

Name of Manufacturer/Distributor, Address

Manufacturer:
TechWorld Medicals, Inc.
501 Trestle Pl
Downtown, PA 19335 USA

Owner/Operator:
TechWorld Corp., Inc.
2235 E. Flamingo Road, Suite 201G
Las Vegas, NV 89119
USA

← Old Address

The product(s) described above (and the manufacturing/distribution site(s) which produces/distributes it) is subject to the jurisdiction of the FDA under the Federal Food, Drug, and Cosmetic Act.

It is certified that the above product(s) may be marketed in, and legally exported from, the United States of America at this time. The manufacturing plant(s) in which the product(s) is produced is subject to periodic inspections.

Chester T. Reynolds

Chester T. Reynolds
Acting Deputy Director,
Division of Risk Management Operations
Office of Compliance
Center for Devices and Radiological Health

This certificate expires 24 months
from the date notarized.

COUNTY OF MONTGOMERY
STATE OF MARYLAND

Subscribed and sworn to before me this 7 day of Feb month 2013 year,

Cathryn N. Morris

CATHRYN N. MORRIS
NOTARY PUBLIC STATE OF MARYLAND
County of Montgomery
My Commission Expires January 4, 2014



2013

Exhibit 2

The US business' fund was instructed by Defendant/Petitioner to the Buyer to have wire-transferred to Defendant/Petitioner's bank account



Telegraphic Transfer - Internet Version

Bank Ref.	BATT130120158710	Customer Ref.	TECHWORLD 39899
Debit A/c No.		Source	Manually Created
A/c Name	ASTROMED PTE. LTD	Status	BACKOFFACCEPTED
Remit Amount	3,580.78	Value Date	04-Feb-2013
Remit Ccy	USD	Fx A/c No.	
On Behalf Of	ASTROMED PTE. LTD 18 BOON LAY WAY HEX10-108 TRADEHUB 21 SINGAPORE 609968	Mode of Contract	COUNTER
		Fx Rate	
Beneficiary Details	TECHWORLD CORPORATION, INC 30 NORTH BAILEY ROAD THORNDALE, PA 19372	Contract No1	
		Contract No2	
		Contract No3	
		Contract No4	
		Contract No5	
Bene A/c No.	8826072387	BuyAmount1	
Beneficiary Bank Details	PNC BANK, N.A. FIRSTSIDE CENTER MAIL STOP P7-PF30-03-W UNITED STATES	BuyAmount2	
		BuyAmount3	
		BuyAmount4	
		BuyAmount5	
Ordering Bank	OVERSEA-CHINESE BANKING CORP LTD GROUP TRANSACTION BANKING 65 CHULIA STREET, HEX09-03 OCBC CTR SINGAPORE 049513	Charges	Shared
		Send Inv	
		Details via	

Intermediary Bank Details

E-Mail

Dealer Name

Fax No

Payment Details (for Beneficiary only)

INT - Instructions to Intermediary Bank

ACC - Instructions to Beneficiary Bank

Invoice Details

Instruction Code

→ Feb 4, 2013



Telegraphic Transfer - Internet Version

Bank Ref. BATT130307141263 Customer Ref. TECHWORLD 29999

Debit A/c No. Source Manually Created
A/c Name ASTROMED PTE. LTD. Status BACKOFFACCEPTED

Remit Amount 3,580.79 Remit Ccy USD Value Date 08-Mar-2013

On Behalf Of ASTROMED PTE. LTD. Fx A/c No.
18 BOON LAY WAY HEX10-108 Mode of Contract COUNTER

TRADEHUB 21 SINGAPORE 609980

Fx Rate

Beneficiary Details TECHWORLD CORPORATION, INC.

30 NORTH BAILEY ROAD

THORNDALE, PA 19372

Contract No1

Contract No2

Contract No3

Contract No4

Contract No5

Bene A/c No. 8626072387

Beneficiary Bank Details PNC BANK, N.A.

FIRSTSIDE CENTER

MAIL STOP P7-PFSC-03-W

UNITED STATES

BuyAmount1

BuyAmount2

BuyAmount3

BuyAmount4

BuyAmount5

Ordering Bank OVERSEA-CHINESE BANKING CORP LTD

GROUP TRANSACTION BANKING

65 CHULIA STREET, HEX09-00 OCBC CTR

SINGAPORE 049513

Charges

Shared

Send Inv.

Details via

Intermediary Bank Details

E-Mail

Dealer Name

Fax No.

Payment Details (for Beneficiary only)

BALANCE INV 29999

INT - Instructions to Intermediary Bank

ACC - Instructions to Beneficiary Bank

Invoice Details

Instruction Code

** END OF REPORT **

March 8,
2013

ACCOUNT REGISTRATION AND AGREEMENT

LEGAL TITLE: TECHWORLD CORP INC EIN: 28-8040993 Internal Phone #: _____ Bank Phone #: _____ E-mail Address: _____

Lilly's Ex-Husband's Apt Not a business
was my 2nd Address.
 400 VALLEY DR UNIT 5
 MILFORD DE 19963
400 Valley Dr. Apt 5

Check appropriate box for federal tax classification required:

☐ Sole owner sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust estate

☐ Controlled foreign company. I have the tax classification of: ☐ C corporation, ☐ S corporation, ☐ Partnership

Print page instructions

Certification of Owner: Under penalties of perjury, I certify that (1) The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person.

If you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return, you must cross out item (2) in your certification.

☐ Check this box if you are a non-resident alien and complete W-8 BEN
 By checking this box the only purpose this document will serve for is a
 Signature Card for the account. It will not serve as a W-9.

☐ Check if Exempt Payee - Status does not apply
 to individuals. See instruction for the W-9 form
 available on the IRS website.

Account Agreement: By signing this Account Registration and Agreement and/or by using the account, by requesting and/or using and/or later adding any account related services, including but not limited to Debit Card/ATM Card, Overdraft Protection, PNC Bank Online services, I agree to be bound by the terms and conditions of PNC Bank's Account Agreement for Checking Accounts and Savings Accounts, PNC Bank's Account Agreement for Certificates of Deposit, or IRA CDs, as applicable, and Schedule of Service Charges and Fees, as well as other terms and conditions that may apply to my PNC Bank account, account features and/or services. I agree that my account is subject to approval by PNC Bank.

ACCOUNT #	PRODUCT	BRANCH	EFFECTIVE DATE	APPLICATION DATE	APPLICATION #
8626072387	ECK	00027	01/15/2013	01/15/2013	1 JCVAVCZ

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

TECHWORLD CORPORATION INC

LILLY CHANG PRES

Pres.

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

PNC Bank internal use only instructions:

Please forward this form in the clear plastic envelope with the red insert to C IF.
 It can also be mailed via interoffice mail to C IF - Mail Stop: P7-PFSC-044

*No authority to open
 any bank account → by law.
 Only Treasurer to open Bank
 Account.*

Exhibit 4 ³

The "2012-Marriage Dissolution Agreement"

Agreed Principles in Dividing Business and Family Properties and Responsibilities

Both James Zhou Liu & Lixin Lilly Zhang agree that our marriage is at the irretrievable breakdown status and both agree to enter the no-fault and uncontested marriage dissolution under the following terms:

USA business value is estimated to be US\$2.0 million in 12 months (by January 5, 2013). China business value is determined at a value of US\$1.00.

James Zhou Liu has the overall ownership of the business properties in the USA, except the portion owned by other shareholders. Lilly Zhang has the overall ownership of the business properties in China except the portion owned by other shareholders, if any. Both will support each other and never participate in any harmful action against each other. It is confirmed truthfully that no any family members or relatives from either James Liu or Lilly Zhang has any ownership of the business properties either in the US or China at the time this contract is signed. Both parties must fully collaborate to transfer all related ownership and management power to let the other party be fully functional after the following terms have been completely delivered

Within twelve months, both parties will be actively looking for buyers. If the business has an offer to buy at least US\$2.0 million dollars including entire properties and intellectual properties except the vaginal cleaning patent, Lilly Zhang will receive 50% of the sale income, and James Liu another 50% to be shared with other four shareholders in USA. Both parties have to provide continue operational supports if the buyer makes such requirements. If there is no buyer to offer the minimum price in 12 months, the selling price will be reduced based on the market best offer unless one of the parties who want to keep and own the business will pay another party \$150,000 at the time the party refuses the buyer's offer, and then \$150,000 annually dividing as monthly payment of \$12,500 per month starting on January 1, 2013. Failure to make such payment will result in returning the shares to another party and the loss of all right to control the business.

James Liu will be responsible and liable to all other shareholders and any debts in the US business. Lilly Zhang will be responsible and liable to all other shareholders and any debts in China business.

Both parties will continually support each other's ongoing business activities under the conditions that both parties' historical contributions to the business development are respected and recognized, not denied, and that no party will date or re-married.

Family properties and liabilities:

- 1) Bank balances: total bank balances are about US\$75,000 which will be James Liu's to keep.
- 2) Cars: who drives whose car who owns it.
- 3) House: James Liu has the responsibility to pay the mortgage and usage. By 18 months, the house must be sold, and the net sales value is to be divided by 2.
- 4) Social Security from 2004 to 2011: the value is to be divided by 2.
- 5) Life Insurance from 2004 to 2011: The value is to be divided by 2.
- 6) Furniture: Who carried the pieces from the previous marriage who owns them.

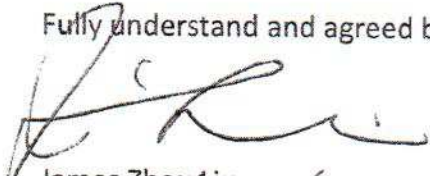


Each party is fully responsible for his/her biological child (children) starting from the signing day.


Any failure to obey any of the above terms made by one party will result in the loss of the fault party's ownership to another no fault party automatically.

This Agreement becomes legally effective after both sign it. It is a supplement of the no-fault marriage dissolution Agreement. Both parties sign it without any argument. This agreement is confidential and cannot be released to any third party unless required by law.

Fully understand and agreed by:


James Zhou Liu
Date: 1/24/2012

Fully understand and agreed by:


Lixin Lilly Zhang
Date: 01/24/2012

On this, the __ day of January, 2012, before me, James Zhou Liu and Lixin Lilly Zhang, executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michael A. Costa, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires June 21, 2012
Member, Pennsylvania Association of Notaries



Notary Public

Exhibit 2

Court record - Petitioner was arrested by the two police officers
due to her domestic violence.

Commonwealth of Pennsylvania
v.
Lixin Lilly Zhang

Docket No.: MJ-15402-CR-0000155-2013

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF CHESTER



Rescheduling Notice

Mag. Dist. No: MDJ-15-4-02
MDJ Name: Honorable Jeffrey J. Valocchi
Address: Valley Run Shoppes
47 North Bailey Road
Thorndale, PA 19372
Telephone: 610-383-3490

Commonwealth of Pennsylvania
v.
Lixin Lilly Zhang

Lixin Lilly Zhang
225 Ferndale Lane
Downingtown, PA 19335

Docket No: MJ-15402-CR-0000155-2013
Case Filed: 6/2/2013
Comp/Cit #: 13302352
OTN: T 333441-3

Charge(s)	
18 § 2701 §§ A1 (Lead)	Simple Assault
18 § 2709 §§ A1	Harassment - Subject Other to Physical Contact
18 § 5503 §§ A1	Disorderly Conduct Engage In Fighting

A Preliminary Hearing was previously scheduled on June 12, 2013 / 9:00 AM in the above-captioned case. It has been rescheduled to be held on/at:

Date: Wednesday, August 14, 2013	Place: Magisterial District Court 15-4-02 Valley Run Shoppes 47 North Bailey Road Thorndale, PA 19372 610-383-3490
Time: 9:00 AM	

Continuance requested by Lixin Lilly Zhang

Reason: Other

Comments: Defendant has a 60 day agreement

Notice To Defendant

A complaint has been filed charging you with the offense(s) set forth above and on the attached copy of the complaint. If you fail to appear at the time and place above without cause, you will be deemed to have waived your right to be present at any further proceedings before the Magisterial District Judge and the case will proceed in your absence. If any of the charges against you are held for court, a request for a bench warrant against you will be transmitted to the Court of Common Pleas.

At the preliminary hearing you may:

1. Be represented by counsel.
2. Cross-examine witnesses and inspect physical evidence offered against you.
3. Call witnesses on your behalf other than witnesses to testify to your good reputation only, offer evidence on your behalf and testify.
4. Make written notes of the proceeding, or have your counsel do so, or make a stenographic, mechanical, or electronic record of the proceedings.

If the case is held for court and if you fail to appear without cause at any proceeding for which your presence is required, including trial, your absence may be deemed a waiver of your right to be present, and the proceeding, including the trial, may be conducted in your absence.

If you cannot afford to hire an attorney, one may be appointed to represent you. Please contact the office of the Magisterial District Judge for additional information regarding the appointment of an attorney. If you have any questions, please call the above office immediately.

Should you fail to appear for your preliminary hearing, a warrant will be issued for your arrest.

BAIL RELEASE CONDITIONS

Commonwealth of Pennsylvania

v.

Lixin Lilly Zhang

OTN: T 333441-3	MDJ No: MDJ-15-4-02	Date of Charges: 06/02/2013
CC No.: 13302352	MDJ Docket No: MJ-15402-CR-0000155-2013	
Def Name/Address: Lixin Lilly Zhang 225 Ferndale Lane Downingtown, PA 19335	Next Court Action: Preliminary Hearing 08/14/2013 9:00 am	Magisterial District Court 15-4-02 Valley Run Shoppes 47 North Bailey Road Thorndale, PA 19372 610-383-3490

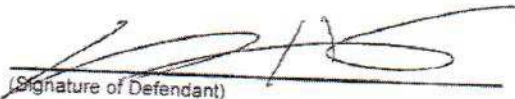
Release Conditions

Contact - Defendant must contact and be supervised by the Chester County Bail Agency at 610-344-6886 within 48 hours and comply with all conditions or bail may be forfeited.

Criminal Contact - Defendant is to have no criminal conduct w/victim(s).

Other - No criminal conduct.

Other - Defendant is not permitted to drink any alcohol


(Signature of Defendant)

JUN 12 2013
Date

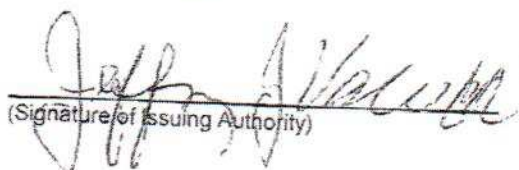

(Signature of Issuing Authority)



Exhibit 5

The red-hand photo evidences showing Defendant/Petitioner was tearing Plaintiff/Respondent's book into pieces.



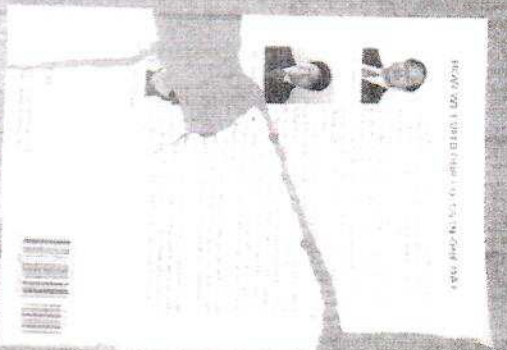
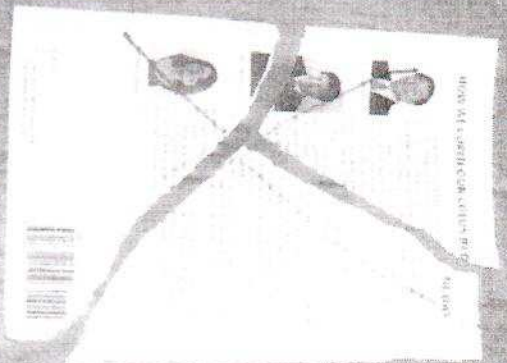
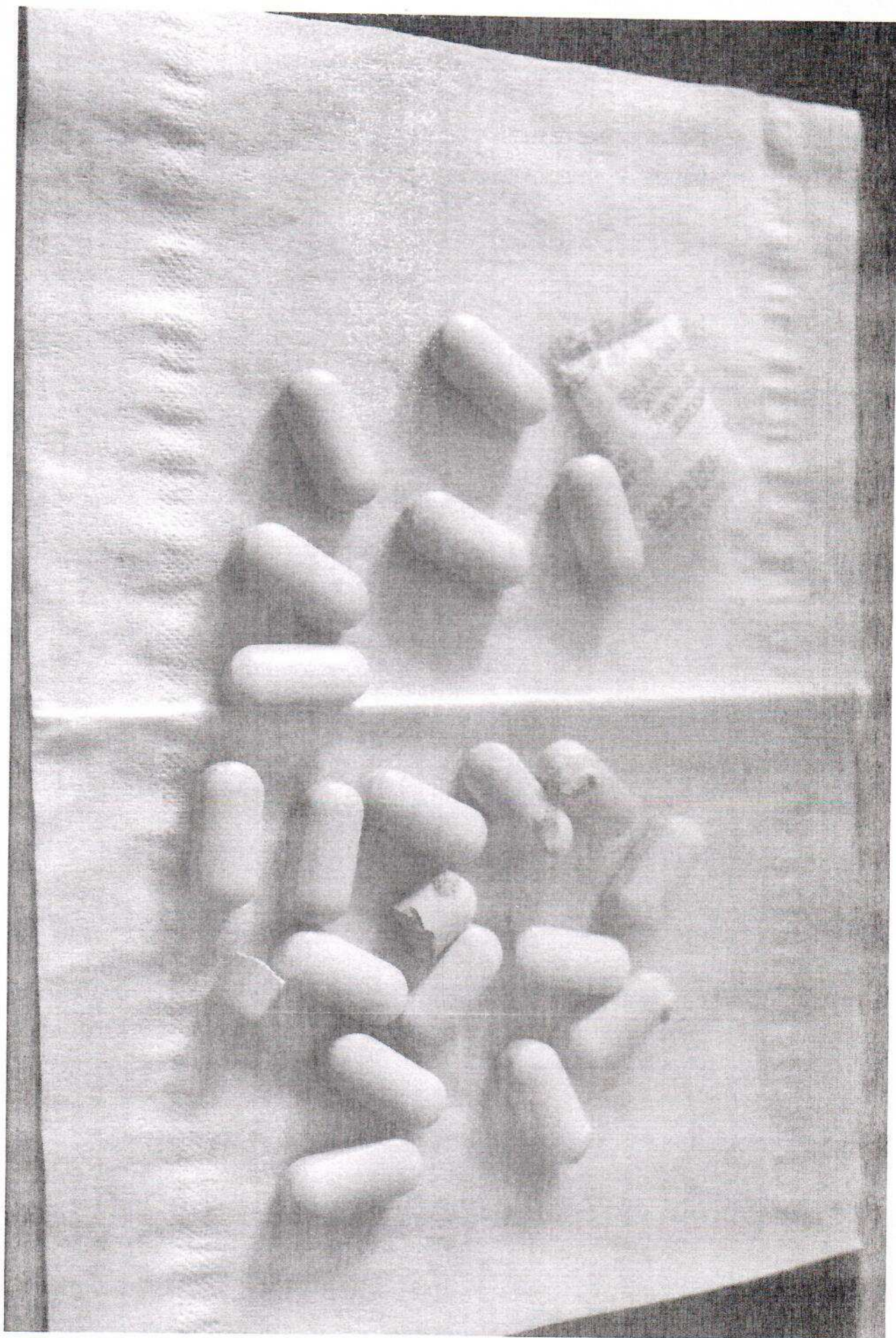


Exhibit 6

Prenatal vitamins had heaving growth of fungi/mold as provided
by pregnant women in China



CERTIFICATE OF SERVICE

I hereby certify that on October 19, 2015, I caused true and correct copies of Respondent/Plaintiff's RESPONSE TO Petitioner/Defendant's petition issued by Lixin Lilly Zhang to be served upon the attorney of record in the manner reflected below:

Via Personal Delivery:

MacElree Harvey, Ltd.

Attention:

Jaime L. Jano, Esq.

17 West Miner Street

West Chester, PA 19381-0660

By James Zhou Liu

Respondent/Plaintiff, Pro Se

OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

2015 OCT 19 PM 2:52

FILED

EXHIBIT 6

James Z. Liu filed Motion to Set Aside the 2013 Post-marriage Agreement

BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922
(610) 696-5488

Attorney for Plaintiff

JAMES ZHOU LIU
Plaintiff

vs.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS
: CHESTER COUNTY, PENNSYLVANIA
: DOCKET NO. 2013-09880-DI
: CIVIL ACTION--LAW
: IN DIVORCE

OFFICE OF THE
PROTHONOTARY
CHESTER CO., PA.

2016 MAY 25 AM 11:00

FILED

RULE

AND NOW, this 25th day of MAY, 2016 upon consideration of the foregoing motion, a Rule is issued upon Defendant Lixin Lilly Zhang to show cause if any she may have, why the prayer of the Motion should not be granted.

Rule returnable the 15th day of JUNE, 20__, with hearing on the 12th day of SEPT., 20 16 at 9:30 A.M./P.M. in Courtroom No. 6 of the Chester County Justice Center, 201 West Market Street, West Chester, Pennsylvania, 19380.

The Respondent is advised the well-pled facts of the Motion shall be deemed admitted unless a response specifically denying same is filed by close of Court on or before the rule returnable date as set forth above.

BY THE COURT:



J.

BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922
(610) 696-5488

Attorney for Plaintiff/Petitioner

JAMES ZHOU LIU
Plaintiff

vs.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS

: CHESTER COUNTY, PENNSYLVANIA

: DOCKET NO. 2013-09880-DI

: CIVIL ACTION--LAW

: IN DIVORCE

2016 MAY 25 AM 11:00
FILED
OFFICE OF THE
PROTHONOTARY
CHESTER CO., PA.

MOTION TO SET ASIDE POST-MARRIAGE AGREEMENT

The Plaintiff, James Zhou Liu, by and through his attorney, Ben P.P. Moseley III, Esquire, requests this Honorable Court to permit Plaintiff James Zhou Liu to amend his similarly titled Motion filed with the Court on May 2, 2016 and to replace it with this Motion to Set Aside Post-Marriage Agreement and in support thereof avers the following:

1. Petitioner is James Zhou Liu ("Petitioner").
2. Respondent is Lixen Lilly Zhang ("Respondent").
3. Petitioner filed a Divorce Complaint on October 7, 2013.
4. The parties entered into a Post-Marriage Agreement on January 28, 2013, which was filed with the Court on October 2, 2015 (the "Agreement"). Exhibit "A."
5. Petitioner Liu avers in his "Plaintiff/Respondent's Answer to Defendant/Petitioner's Petition for Contempt and Enforcement" ("Answer") that he did not receive a financial disclosure statement from the Respondent indicating the true value of the

marital property in Jiangsu Taide Pharmaceuticals in China (the “China Business”) prior to the execution of the 2013 Agreement. New Matter, ¶ 19, p. 3, 4.

6. Respondent Zhang, in her “Petitioner’s Response to Respondent’s New Matter (“Response”), ¶ 19, p. 1, does not deny but rather side-steps Petitioner Liu’s assertion that he wasn’t provided with a financial statement by merely stating Petitioner Liu “was well aware of the values of the businesses.”

7. Petitioner Liu has testified he discovered in August of 2013, to his surprise, that Respondent Zhang’s China Business had total assets of RMB16,134,318.93 (approximately \$2,602,309 USD) at the end of calendar year 2011.

8. Petitioner Liu avers in his Answer (New Matter, ¶ 19, p. 3) that the China Business’ value was RMB16,134,318.93 (approximately \$2,602,309 USD) at the end of December 2011, not the \$1 USD reported by Respondent Zhang in the parties Agreement executed on January 24, 2012. Exhibit “B”

9. Petitioner Liu avers in his Answer (New Matter, ¶ 19, p. 4) that during negotiation of the 2013 Agreement, Respondent Zhang, represented the value of the China Business as being RMB2,000,000¹ at the end of 2012.

10. Respondent Zhang, in her Response, ¶ 19, p. 1, neither denies nor challenges any of the numbers/valuations presented by Petitioner Liu in ¶ 19 of his Answer.

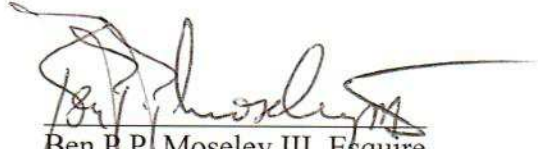
11. Petitioner Liu avers there is no mention in the parties’ 2013 Agreement of him either voluntarily or expressly waiving his right to a full financial disclosure of Respondent Zhang’s personal or business interests and he did not waive his right to receiving same.

12. Petitioner Liu avers he signed the 2013 Agreement to end Respondent Zhang’s nearly constant badgering of him.

¹ Approximately \$322,580.64 at the conversion rate of 6.2RMB/USD.

WHEREFORE, Petitioner respectfully requests this Honorable Court to set aside and void in its entirety the parties' Agreement dated January 28, 2013.

Respectfully submitted by


Ben P.P. Moseley III, Esquire
Attorney for Petitioner

VERIFICATION

I, James Zhou Liu, verify that the statements made in this Motion to Set Aside Post-Marriage Agreement are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

Date:

May 22, 2016

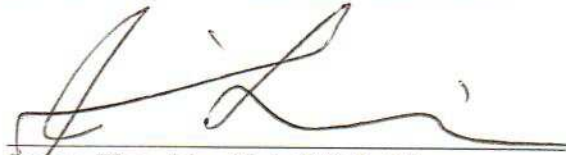

James Zhou Liu, Plaintiff, Petitioner

EXHIBIT “A”

Post-Marriage Agreement

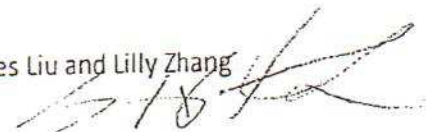
On January 24, 2012, both James Zhou Liu & Lixin Lilly Zhang signed the Agreement to dissolve the marriage. Both parties now agree that the agreement is null and void. This new Agreement is to build a long-term happy marriage and family.

We recognize that we both have contributed with our best efforts towards the development of the US and China businesses. We have also realized there are significant differences between us on how to strategically and financially manage the businesses and family funds which was one of the major causes of our marriage crisis. To avoid such conflicts and to better protect our business and family from financial risks, we decide to clearly divide the business and family assets, responsibilities, and ownerships as mutually agreed in the following terms and conditions:

Businesses:

1. James will have the overall ownership of US business properties in the USA except the portion owned by the other current shareholders, Weineng Zuo, Shane Wang, Chaoying He, and Jingyu Zhou, under the following terms and conditions that Lilly's US business ownership will be transferred to James proportionally to the amount of the money James will have paid to Lilly. Lilly has the right to review the monthly financial data of the US business. James will be responsible for and liable to all other shareholders and to any debts in the US business.
2. Lilly has the overall ownership of the business properties in China except the portion owned by another shareholder, Lina Zhang. Lilly will be responsible and liable to all other shareholders and to any debts in China business.
3. It is crystal clear that no party will be responsible for the other party's debts after signing this agreement.
4. To honor Lilly's historical contributions of developing the US business, James agrees to pay Lilly USD\$1.0 million within 12 months after signing this Agreement. If the full amount cannot be paid within 12 months, 10% annual interest will be charged to James in his next year payment. James will try his best to sell the US business as early as possible, but no later than January 31, 2015. Within five business days after the US business is sold and paid, James shall pay off the balance to Lilly.
5. Regardless James will sell or not sell the US business, James must pay Lilly the full amount of money for buying out her the US business ownership. Failure to make the full payment by the deadline of January 31, 2015 will automatically result in the switch of James's management and voting power to Lilly. And the US business ownership ratio between James and Lilly will automatically become 45:55. Any debt made by James during his fully control period shall be solely James's responsibilities.
6. Before selling the US business, James' payment to Lilly is scheduled as below:
 - 6.1 Starting on May 1, 2013, James will transfer no less than US\$5,000 each month from the US Company's bank account until the total amount is paid off. The remaining balance shall be paid when the US Company is sold and/or James has the financial capacity but no later than January 31, 2015.
 - 6.2 If James delays the minimal \$5,000 monthly payment longer than 60 days without the cause of natural disasters, the fully voting power and ownership of the US business will be automatically become to the 45:55 ratio of James and Lilly previously co-owned portion of total US business. However, any debt made by James during his fully control period shall be solely James's responsibilities.
7. James' payment to Lilly is to be used freely by Lilly for her own needs.
8. James will have 100% management authority and voting power of the US business after both parties sign this agreement.

Confidential Agreement between James Liu and Lilly Zhang



9. James must dedicate his best efforts and resources to the US business. Any new inventions, intellectual properties, and new products developed before the US business is sold by January 31, 2015 shall belong to the US business. Before fully paying off Lilly's USA\$1M money, James will not transfer US business money to any third party or invest any US business money to develop any new business unrelated to the US business.
10. To honor James's historical contribution of developing the China business, Lilly shall pay RMB1.0 million Yuan to James. Both agree that RMB1.0 million Yuan is equivalent to US\$158700. This amount is deducted from James' total payment of US\$1,000,000 to Lilly, that is, the \$841,300 is the actual balance that James shall pay Lilly for exchanging her US business ownership.
11. Lilly will have 100% management authority, voting power and ownership of the China business after both parties sign this agreement.
12. The value change of the US business during James's fully control period is solely due to James' management and Lilly will not be responsible for any ups or downs. Lilly will not share any of the increased or decreased US business value except the portion contributed by Lilly through managing international business as defined in Item 16.
13. The value change of the China business in the future is solely due to Lilly's management and James will not be responsible for any ups or downs. James will not share any of the increased or decreased Chinese business value.
14. No party should borrow any fund for supporting business operation using spouse's name or using the shared family properties as collateral.
15. James will ensure his brother Jin Biao Liu (刘近标) to sign and obey the 4 parties' Agreement and transfer all Chinese patent/patent applications' ownership related to nasal irrigation to Lilly's China business. Lilly will pay the patent application fees to his brother. If James brother directly or indirectly sells any products related to nasal irrigation in China, James will not buy any product made directly and/or indirectly by his brother. If James buys products from his brother after his brother is competing with Lilly in nasal irrigation business, James will be punished/fined by paying Lilly 10 times of the purchased product value.
16. Lilly will remain the position of President of TechWorld Corporation, Inc. (without management authority in North America of the US business) and conduct international sales excluding North America, and entitled for the net profit of all international sales excluding North America. Lilly will also be financially rewarded for her contributions to the international business based on the increased value of the overall US business upon acquisition of the US business by others. The increased value is proportional to the percentage of the overall sales with a cap of 20% since the US intellectual properties basically do not cover the international market.

Family Money and Properties:

1. All James related business US bank balances will be James' to keep.
2. All Lilly related China bank balances and Lilly solely opened US bank balances regardless where the money came from will be Lilly's to keep.
3. All joint US family bank accounts will be co-owned by both. James is responsible for depositing money into those accounts to meet family's basic needs as defined below.
4. Cars: who drives whose car who owns that car.
5. House in the US: Within 6 months, the house will be sold and the net sales value will be divided as 50:50, or to be used to purchase a new house which will be co-owned equally by both spouses.
6. Each party is fully responsible for his/her biological child (children) starting from the date of signing this agreement.

James' Liabilities and Responsibilities: for meeting the family's basic needs, such as:

1. Pay the mortgage, utilities, groceries, communication, transportation, and insurance cost.

Confidential Agreement between James Liu and Lilly Zhang



2. Purchase health insurance and pay medical bills for the family when his financial status is ready.
3. Pay family vacations and domestic travel cost up to \$3000 yearly. If more than that, James' pre-agreement will be needed before having such event.
4. Co-manage the family fund.

Lilly's Liabilities and Responsibilities:

1. Do house works whenever at home.
2. Manage both Chinese business and US TWC' international business.
3. Provide consultation when James asks for about US business issues.
4. Co-manage the family fund, and pay her own travel cost to China.

Marriage Protection:

We agree that our past arguments and accuses/complains were the results of misunderstandings, and therefore are not true and invalid. No one shall use the previous events, to negatively impact spouse. No extramarital affair is allowed. If any party has affairs and verified by the other party, the offending party will get 5% of his/her own total assets only at the time of marriage dissolution.

To co-build a happy marriage and family, no one should mention previous unhappy event more than once in any given month. Any argument should be ended in 1 minute when any party starts to count time. Anyone who triggers unhappy arguments will be recorded in emails and should apologize to the other party.

Both agree that the Will to be issued by any spouse should be: the total property of the deceased spouse is divided by both surviving spouse and his or her biological children in the ratio of 50:50 (Spouse : Children). This restriction will become invalid after devorce.

In the event that one spouse breaches this Agreement, another spouse will have the right to devorce. In such case, the fault party will only get 50% of his/her own total assets at the time of marriage dissolution and all other common shared assets will be automatically belong to the no fault party.

This agreement becomes legally effective after both sign it. It is confidential and cannot be released to any third party unless required by law. Signing this agreement is for re-starting our happy marriage and for a long term happy marriage and family life.

Fully understood and agreed, and
signed with love by Husband:

James Zhou Liu

Fully understood and agreed, and
signed with love by Wife:

Lixin Lilly Zhang

On this 28th day of January, 2013, before me, James Zhou Liu and Lixin Lilly Zhang, executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA
Sealed with Notarial Seal

Swaran

Notary Public

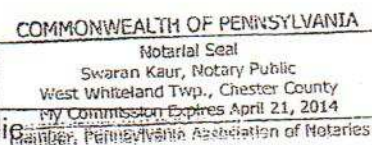


EXHIBIT “B”

W-5

Agreed Principles in Dividing Business and Family Properties and Responsibilities

Both James Zhou Liu & Lixin Lilly Zhang agree that our marriage is at the irretrievable breakdown status and both agree to enter the no-fault and uncontested marriage dissolution under the following terms:

USA business value is estimated to be US\$2.0 million in 12 months (by January 5, 2013). China business value is determined at a value of US\$1.00.

James Zhou Liu has the overall ownership of the business properties in the USA, except the portion owned by other shareholders. Lilly Zhang has the overall ownership of the business properties in China except the portion owned by other shareholders, if any. Both will support each other and never participate in any harmful action against each other. It is confirmed truthfully that no any family members or relatives from either James Liu or Lilly Zhang has any ownership of the business properties either in the US or China at the time this contract is signed. Both parties must fully collaborate to transfer all related ownership and management power to let the other party be fully functional after the following terms have been completely delivered.

Within twelve months, both parties will be actively looking for buyers. If the business has an offer to buy at least US\$2.0 million dollars including entire properties and intellectual properties except the vaginal cleaning patent, Lilly Zhang will receive 50% of the sale income, and James Liu another 50% to be shared with other four shareholders in USA. Both parties have to provide continue operational supports if the buyer makes such requirements. If there is no buyer to offer the minimum price in 12 months, the selling price will be reduced based on the market best offer unless one of the parties who want to keep and own the business will pay another party \$150,000 at the time the party refuses the buyer's offer, and then \$150,000 annually dividing as monthly payment of \$12,500 per month starting on January 1, 2013. Failure to make such payment will result in returning the shares to another party and the loss of all right to control the business.

James Liu will be responsible and liable to all other shareholders and any debts in the US business. Lilly Zhang will be responsible and liable to all other shareholders and any debts in China business.

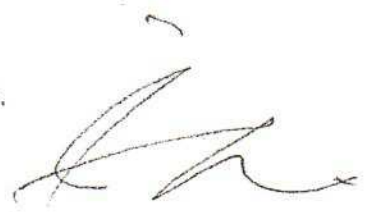
Both parties will continually support each other's ongoing business activities under the conditions that both parties' historical contributions to the business development are respected and recognized, not denied, and that no party will date or re-married.

Family properties and liabilities:

- 1) Bank balances: total bank balances are about US\$75,000 which will be James Liu's to keep.
- 2) Cars: who drives whose car who owns it.
- 3) House: James Liu has the responsibility to pay the mortgage and usage. By 18 months, the house must be sold, and the net sales value is to be divided by 2.
- 4) Social Security from 2004 to 2011: the value is to be divided by 2.
- 5) Life Insurance from 2004 to 2011: The value is to be divided by 2.
- 6) Furniture: Who carried the pieces from the previous marriage who owns them.

W-5



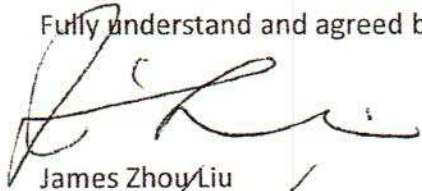


Each party is fully responsible for his/her biological child (children) starting from the signing day.

Any failure to obey any of the above terms made by one party will result in the loss of the fault party's ownership to another no fault party automatically.

This Agreement becomes legally effective after both sign it. It is a supplement of the no-fault marriage dissolution Agreement. Both parties sign it without any argument. This agreement is confidential and cannot be released to any third party unless required by law.

Fully understand and agreed by:



James Zhou Liu

Date:

1/24/2012

Fully understand and agreed by:



Lixin Lilly Zhang

Date:

01/24/2012

On this, the ___ day of January, 2012, before me, James Zhou Liu and Lixin Lilly Zhang, executed the same for the purpose therein contained. In witness whereof, I hereunto set my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

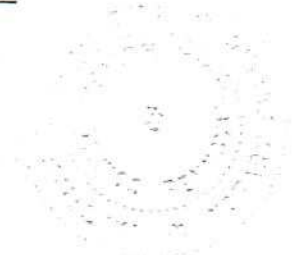
Notarial Seal

Michael A. Costa, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires June 21, 2012

Member, Pennsylvania Association of Notaries



Notary Public



BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922
(610) 696-5488

Attorney for Plaintiff

JAMES ZHOU LIU
Plaintiff

vs.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS
:
: CHESTER COUNTY, PENNSYLVANIA
:
: DOCKET NO. 2013-09880-DI
:
: CIVIL ACTION--LAW
:
: IN DIVORCE

ORDER

AND NOW, this ____ day of _____, 20____, upon consideration of
Petitioner James Zhou Liu's Motion to Set Aside Post-Marriage Agreement, and any response
thereto and Hearing thereon, it is hereby ORDERED and DECREED that: the parties' Post-
Marriage Agreement executed on January 28, 2013 is hereby set aside and voided in its entirety.

BY THE COURT:

J.

BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922
(610) 724-3209

Attorney for Plaintiff

JAMES ZHOU LIU
Plaintiff

vs.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS
: CHESTER COUNTY, PENNSYLVANIA
: DOCKET NO. 2013-09880-DI
: CIVIL ACTION--LAW
: IN DIVORCE

CERTIFICATE OF SERVICE

FILED
2016 MAY 25 AM 11:00
OFFICE OF THE
PROTHONOTARY
CHESTER CO., PA.

I, Ben P.P. Moseley III, Esquire, counsel for Plaintiff, certify that I have served or caused to be served the foregoing documents upon all counsel and unrepresented parties on the date set forth below. Specifically, the following persons were served and in the manner indicated below:

LIXIN LILLY ZHANG
c/o Lance J. Nelson, Esq.
MacElree Harvey Ltd.
P.O. Box 660
West Chester, PA 19381-0660
Defendant

via first class and electronic mail

JAMES ZHOU LIU
111 McCoy Street
Milford, DE 19963
Plaintiff

via first class and electronic mail

Date: 05/25/2016

By:

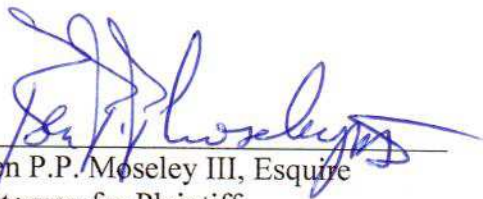

Ben P.P. Moseley III, Esquire
Attorney for Plaintiff

EXHIBIT 7

Lixin Lilly Zhang filed Answer to Plaintiff's Motion

June 15, 2016

Lance J. Nelson, Esquire
lnelson@macelree.com
d | 610.840.0214
f | 610.430.7885

VIA EMAIL: moseleylawpa@comcast.net
and FIRST CLASS MAIL

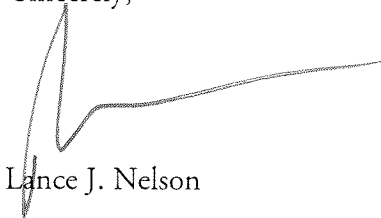
Ben P.P. Moseley III, Esquire
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922

Re: James Zhou Mr. Liu v. Lixin Lilly Zhang
In Divorce

Dear Ben:

Enclosed please find a time-stamped copy of Defendant's Answer to Plaintiff's Motion to Set Aside 2013 Marital Agreement.

Sincerely,



Lance J. Nelson

LJN/tmn
Enclosure

LANCE J. NELSON, ESQUIRE
ATTORNEY I.D. 61059
MacELREE HARVEY, LTD.
17 West Miner Street, P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEY FOR DEFENDANT

JAMES ZHOU LIU

Plaintiff

v.

LIXIN LILLY ZHANG

Defendant

IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO: 2013-09880-DI

IN DIVORCE

**DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION
TO SET ASIDE 2013 MARITAL AGREEMENT**

AND NOW, comes the Defendant, Lixin Lilly Zhang, (hereinafter, "Respondent"), who by and through her attorneys, Lance J. Nelson and MacElree Harvey, Ltd., files this Answer to Plaintiff, James Zhou Liu's (hereinafter, "Petitioner") Motion to Set Aside the 2013 Marital Agreement (hereinafter, "2013 Agreement") and in support thereof responds as follows:

1. Admitted.
2. Denied as stated. Respondent's name is Lixin Lilly Zhang.
3. Admitted.
4. Denied as stated. Respondent filed the Agreement with the Court on August 3, 2015.
5. Denied. Petitioner incorrectly assumes that Respondent was obligated under the 2013 Agreement to provide any disclosures or that Petitioner was entitled to

such disclosures. In addition, Petitioner was aware of the financials of the China business when the 2013 Agreement was written and ultimately signed by Petitioner. By way of further response, the 2013 Agreement states that the payment was “to honor Lilly’s historical contributions to developing the US business”. The payment was not related in any way to the value of the China business. Moreover, the 2013 Agreement related to an agreement signed by the parties in 2012, which in turn relates to an agreement signed by the parties in 2009. In the 2009 Agreement, the parties agreed that the values of the US and China businesses would be as of November 23, 2009. The China business was not even started until the end of 2009.

6. Denied. By way of further answer, Petitioner was aware of the financials of the China business when the 2013 Agreement was proffered by Petitioner. Moreover, the Agreed Principles in Dividing Business and Family Properties and Responsibilities executed on January 24, 2012 (hereinafter, “2012 Agreement”), provides in pertinent part that, “[Petitioner] has overall ownership of the business properties in the USA...[Respondent] has the overall ownership of the business properties in China...” (2012 Agreement, ¶3). Petitioner retained no interest in the China business, making his knowledge of its financial status immaterial. Furthermore, the 2013 Agreement at issue is devoid of any provision authorizing Petitioner’s access to financial records of China business or requiring Respondent to provide any financial records to Petitioner. In fact, the 2013 Agreement explicitly gives Respondent the right to “review the monthly financial data of the US business” of which Petitioner controlled. (2013 Agreement, ¶1). Petitioner drafted the 2013 Agreement himself giving Respondent the ability to review monthly financial data of the US business. This indicates that Petitioner considered

disclosure obligations and affirmatively decided not to contract for Petitioner's right to financial disclosures from Respondent's China business. Moreover, the 2013 Agreement states that the payment was "to honor Lilly's historical contributions to developing the US business". The payment owed by the Petitioner to the Respondent was not related in any way to the value of the China business. Notably, Petitioner was fully aware of the financial status of both the US and China businesses, as he was actively involved in sale activities which gave him access to financial documents outlining income and expenses of both companies. Finally, see response to paragraph 5 above concerning the interplay of the 2009 Agreement.

7. Denied as stated. It is admitted that Petitioner testified how he testified. However, in October of 2013, after Petitioner's alleged discovery, Petitioner confirmed the amounts due to Respondent under the 2013 Agreement instead of contesting the 2013 Agreement at that time. Further, Petitioner was aware of the financial condition of the China business prior to August of 2013 and, in fact, prior to signing the 2013 Agreement.

8. Denied. Respondent did not make any representations as to the value of the China Business in the 2013 Agreement or any prior executed agreements between the parties. In fact, like every other provision in the 2009, 2012 and 2013 Agreements, it was Petitioner who drafted the 2012 Agreement and set the values of the US and China businesses therein. As treasurer of the US business prior to the founding of the China business, Petitioner had first-hand knowledge of the financial state of the China business when it was formed before drafting the 2013 Agreement. Petitioner was involved in all money related activity from the inception of the China business to when

the couple became financially independent. Per the 2012 Agreement, Petitioner specifically wanted control of the US business rather than the China business. Petitioner wanted nothing to do with the Chinese business.

9. Denied. By way of further response, see answer to paragraph 8 above. In addition, Respondent did not make any representations as to the value of the China business in any agreements signed by the parties. Additionally, Petitioner used the term “value” in a draft of the 2013 Agreement that was rejected by the Respondent during negotiations. After the rejection of this term, Petitioner and Respondent agreed to use the language “to honor...historical contributions.”

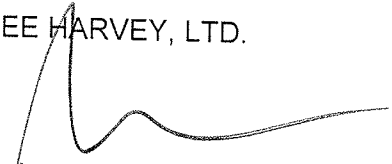
10. Denied. See Respondent’s answer to paragraphs 8 and 9 above.

11. Denied. By way of further response, the 2013 Agreement does not contain any obligation on the part of Respondent to provide any disclosures. In addition, see answer to paragraph 6 above. Moreover, both pre-nuptial and post-nuptial agreements are contracts governed by contract law. Paroly v. Paroly, 876 A.2d 1061, 1063 (Pa.Super. 2005). Contracting parties are normally bound by their agreements, without regard to whether the terms thereof were read and fully understood and irrespective of whether the agreements embodied reasonable or good bargains. See Simeone v. Simeone, 581 A.2d 162, 166 (Pa. 1990) citing Standard Venetian Blind Co. v. American Empire Insurance Co., 469 A.2d 563, 566 (Pa. 1983). Not only did Petitioner sign the 2009, 2012 and 2013 Agreements, Petitioner drafted all of the documents as well. It was Petitioner’s responsibility to clarify any obligations by either party to provide any disclosures or representations as to the financial conditions of either business or any other assets or liabilities.

12. Denied. It was James Liu who wrote the first draft of the 2013 Agreement after the 2012 Agreement was due for a final decision on the business assets. At this time, Petitioner's brother was paroled from jail in China and Petitioner still wanted to solely control the US business to collaborate with companies in China jointly owned with his brother to unfairly compete and ultimately replace the parties' China business that Respondent was to retain.

WHEREFORE, Respondent respectfully requests this Honorable Court deny Petitioner's Motion to Set Aside the 2013 Marital Agreement.

MacELREE HARVEY, LTD.

By: 
Lance J. Nelson, Esquire
Attorney for Defendants

VERIFICATION

I, Lixin Lilly Zhang, verify that I am the defendant herein, and verify that the statements made in the foregoing document are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Date: _____

6/15/16



LIXIN LILLY ZHANG
Defendant

LANCE J. NELSON, ESQUIRE
ATTORNEY I.D. 61059
MacELREE HARVEY, LTD.
17 West Miner Street, P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEY FOR DEFENDANT

JAMES ZHOU LIU,

Plaintiff

v.

LIXIN LILLY ZHANG,

Defendant

: IN THE COURT OF COMMON PLEAS
:
: CHESTER COUNTY, PENNSYLVANIA
:
: NO: 2013-09880-DI
:
: IN DIVORCE

CERTIFICATE OF SERVICE

This is to certify that in this case, a complete copy of the foregoing DEFENDANT'S ANSWER TO PLAINTIFF'S MOTION TO SET ASIDE 2013 MARITAL AGREEMENT has been served upon the following person, by the following means, and on the date stated:

Name:

Means of Service:

Date of Service:

Ben P.P. Moseley III, Esquire
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922

First Class Mail
and Email

June 15, 2016

MacELREE HARVEY, LTD.

By: _____

Lance J. Nelson, Esquire
Attorneys for Defendant

EXHIBIT 8

Closing Argument filed by James Liu's Attorney

MOSELEY LAW, P.A.
P.O. Box 12664
Wilmington, DE 19850

October 14, 2016

Lance J. Nelson, Esquire
MacElree Harvey, LTD.
17 West Miner Street
P.O. Box 660
West Chester, PA 19381-0660

RE: James Zhou Liu v. Lixin Lilly Zhang
Chester County Docket No. 2013-09880-DI

Dear Mr. Nelson:

Please find enclosed this morning's filing on behalf of Dr. James Zhou Liu.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Ben P.P. Moseley III", with a long horizontal flourish extending to the right.

Ben P.P. Moseley III, Esq.

cc: Dr. James Liu, w/ encl.

BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
P.O. Box 12664
Wilmington, DE 19850
(610) 724-3209

Attorney for Plaintiff/Respondent

JAMES ZHOU LIU : IN THE COURT OF COMMON PLEAS
Plaintiff : CHESTER COUNTY, PENNSYLVANIA
vs. : DOCKET NO. 2013-09880-DI
LIXIN LILLY ZHANG : CIVIL ACTION--LAW
Defendant : IN DIVORCE

PLAINTIFF/RESPONDENT'S JAMES LIU'S CLOSING ARGUMENT

Respondent James Liu requests this Honorable Court to set aside the parties' Post-Marital Agreement signed on January 28, 2013.

SUMMARY

Parties executing pre-marital and post-nuptial agreements are, by statute (23 Pa.C.S. § 3106 (Premarital agreements)) and case law (*Stoner v. Stoner*, 572 Pa 665 (Pa. 2003)¹), entitled to a fair and reasonable disclosure of the property or financial obligations of the other party prior to the execution of the agreement unless they voluntarily and expressly waive such disclosure (Pa.C.S. §3106 (a)(2)(i)(ii)). In the case at bar, the parties executed a Post-Marriage Agreement on January 28, 2013 (W-7) which does not contain a financial disclosure from either party as an attachment nor does it contain language where either party voluntarily and expressly waived such disclosure. Both parties have testified that there never was a financial disclosure that had been appended to the Post-Marriage Agreement and James Liu testified that he first learned of

¹ "[T]he principles applicable to antenuptial agreements are equally applicable to postnuptial agreements, although the circumstances may slightly differ. *Stoner v. Stoner*, 572 Pa. 665, 672, n. 5, 819 A.2d 529, 533, n.5 (2003).

the true value of his wife's China business the August following the Agreement's January signing. Amongst the numerous cherry-picked emails submitted by Ms. Zhang to the court as evidence, there isn't one that purports to share a profit-loss or similar financial document with my client nor is there an email providing the Chinese business' financial data to be included in my client's U.S. business' tax filings, thus supporting my client's argument that he wasn't provided a fair and reasonable disclosure of the property or financial obligations of Ms. Zhang as called for in the statute. Moreover, the profit and loss statement from 2011-12 (H-6) coupled with the parties' January 24, 2012 Agreed Principles in Dividing Business and Family Properties and Responsibilities (W-5), where Ms. Zhang represented the value of her China business as \$1.00 USD, suggests Wife has an established pattern of conduct for failing to properly provide her financial information to Husband.

Mr. Liu has also testified under oath that he didn't voluntarily and expressly waive the disclosure of his wife's property or financial obligations but in fact repeatedly requested said information, which to this day Petitioner Zhang has not provided him. Again, amongst the numerous emails submitted by Ms. Zhang, there isn't one document introduced over the course of this lengthy hearing that purports to show my client voluntarily and expressly waived his statutory right to a fair and reasonable disclosure of Ms. Zhang's property or financial obligations.

Pennsylvania's premarital agreement statute, 23 Pa.C.S. § 3106 (a)(i), also requires an agreement to be entered into voluntarily. James Liu has testified that he signed the January 28, 2013 in an effort to stop his wife's constant badgering of him.

Wife claims Husband breached their Post-Marital Agreement and Husband claims Wife breached the agreement first and often. Wife claims Husband breached their Post-Marital

Agreement, in part, by failing to make agreed upon five thousand (\$5,000) dollar payments beginning on May 1, 2013 (W-7, p. 1, ¶ 6.1) but by her own evidence, but for Ms. Zhang's opening of an unauthorized bank account in the name of Mr. Liu's U.S. business and diverting funds owed to my client's U.S. business by Ms. Zhang's Chinese business (W-9, ¶ 1,2; W-26; and James Liu testimony), Mr. Liu would have continued making the payments (H-2 and James Liu testimony).

Husband, in his Answer to Defendant/Petitioner's Petition for Contempt and Enforcement filed with the Court on October 19, 2015, asserts Wife breached the January 2013 Agreement (W-7) some 21 times.

ARGUMENT

Parties executing pre-marital and post-nuptial agreements are entitled to a fair and reasonable disclosure of the property or financial obligations of the other party prior to the execution of the agreement unless they voluntarily and expressly waive such disclosure. 23 Pa.C.S. § 3106 (Premarital agreements)) and case law (*Stoner v. Stoner*, 572 Pa 665 (Pa. 2003)).² In the case at bar, the parties executed a Post-Marriage Agreement on January 28, 2013 (W-7) which does not contain a financial disclosure from either party as an attachment nor does it contain language whereby either party voluntarily and expressly waives such disclosure. Both parties have testified that there never was a financial disclosure that had been appended to the subject Post-Marriage Agreement and James Liu testified that he first learned of the true financials and value of his wife's China business in August following the Agreement's January signing. James Liu has also testified that he didn't have access to the Chinese business financials where Ms. Zhang knew the financials of the U.S. business in detail by virtue of her remaining an

² "[T]he principles applicable to antenuptial agreements are equally applicable to postnuptial agreements, although the circumstances may slightly differ. *Stoner v. Stoner*, 572 Pa. 665, 672, n. 5, 819 A.2d 529, 533, n.5 (2003).

officer in the U.S. business. Amongst the numerous cherry-picked emails submitted by Ms. Zhang to the court as evidence, there isn't one that purports to share a profit-loss or similar financial document with my client nor is there an email providing the Chinese businesses financial data to be included in the my client's U.S. business' tax filings. My client has testified that the Chinese government requires businesses to supply annual audited financials to the government so it would have been easy for Ms. Zhang to supply this information to him if she had wanted to.

Lilly Zhang falsely asserts James Liu knew (and had full disclosure) of the financials surrounding the Chinese business in September 2012 (W-24) when, in fact, the exchange in W-24 falls woefully short of full disclosure when compared to the Chinese business information James Liu obtained from Ms. Zhang's computer (H-6 and H-7). Compare the profit and loss statement from 2011-12 (H-6) and the Gross Sales Profit, January 2013 (H-7) for Ms. Zhang's Chinese business my client obtained from Ms. Zhang's computer to the email from my client to Ms. Zhang in W-24. For Ms. Zhang to suggest that W-24 remotely represents a full and fair disclosure of her Chinese business financials is laughable when compared to my client's testimony that his comments contained within W-24 come from someone experienced in the industry able to make personal calculations based on that experience to challenge the information she was then conveying to him. Where are the emails or other documents exchanged between the parties clearly showing Ms. Zhang had forwarded financial data Mr. Liu similar to that contained in H-6 and H-7? The answer can only be that such documents don't exist. Moreover, the profit and loss statement from 2011-12 (H-6) coupled with the parties' January 24, 2012 Agreed Principles in Dividing Business and Family Properties and Responsibilities (W-5), where Ms. Zhang represented the value of her China business as \$1.00 USD, suggests Wife has an

established pattern of conduct for failing to properly provide her financial information to Husband.

Ms. Zhang's Chinese business and Mr. Liu's U.S. business operated independently from each other for business and tax purposes. My client testified that where Ms. Zhang remained an officer and shareholder in the U.S. business following the parties' 2013 Post-Marital Agreement (thus allowing her full access to the U.S. businesses' financials) he did not have similar status in the Chinese business. In fact, Mr. Liu testified that the Chinese business originally developed as an off chute to Ms. Zhang's mother's and sister's business and that he never had any involvement in the Chinese business with the exception that the technology and patents behind the nasal care product mutually manufactured and sold by both parties belonged to him personally and that he and the U.S. shareholders, of which Ms. Zhang is one, permitted Ms. Zhang to develop the product in China.

The U.S. business operated by Mr. Liu did not include any of the Chinese business financials in the U.S. business's tax filings. My client testified not only that the Chinese and U.S. businesses operated independently of one another but also the Chinese business' financial information was never included on the various tax filings for his U.S. business – giving additional substance to his assertion that he was never privy to anything approaching a full and reasonable disclosure of Ms. Zhang's Chinese financial interests. Again, amongst the numerous cherry-picked emails submitted by Ms. Zhang to the court as evidence, there isn't one that purports to share a profit-loss or similar financial document with my client nor is there an email providing the Chinese businesses financial data to be included in the my client's U.S. business' tax filings, thus supporting my client's argument that he wasn't provided a fair and reasonable

disclosure of the property or financial obligations of Ms. Zhang as called for in the statute. 23 Pa.C.S. § 3106 (a)(2)(ii).

James Liu didn't voluntarily and expressly waive the disclosure of his wife's property or financial obligations but in fact repeatedly requested said information, which to this day Ms. Zhang has not provided to him. The parties' January 28, 2013 Post-Marriage Agreement (W-7) doesn't contain a provision where either party voluntarily and expressly waived the fair and reasonable disclosure of the property or financial obligations of the other party. My client has testified that at no time did he voluntarily and expressly waive his statutory right to a fair and reasonable disclosure of the property or financial obligations of Ms. Zhang. Finally, no document was introduced over the course of this lengthy hearing that purports to show my client did indeed voluntarily and expressly waive his statutory right to a fair and reasonable disclosure of the property or financial obligations of Ms. Zhang.

James Liu has testified that he signed the parties' January 28, 2013 Post-Marriage Agreement not voluntarily (23 Pa.C.S. § 3106 (a)(i)) but rather in an effort to end his wife's constant badgering of him.

Ms. Zhang's assertion that my client breached the parties' January 2013 Post-Marriage Agreement by failing to make \$5,000 payments overlooks the important point that he made the called for payment before stopping future payments in direct response to her breach by an unauthorized opening of a bank account in the name of his U.S. business and her conversion of funds owed by her Chinese business to his U.S. business. Amongst Ms. Zhang's claims that my client breached the parties January 28, 2013 Post-Marriage Agreement is the assertion that James Liu failed to make the called for five thousand (\$5,000.00) U.S. dollar payments outlined in their Agreement (W-7, page 1, ¶ 6) when in fact my client initially began to make said payments (H-2;

W-26) before deciding to stop making payments in direct response to Ms. Zhang's conversion of U.S. business corporate funds into a bank account opened by Ms. Zhang in the name Techworld Corporation, Inc. in violation of the corporate bylaws. W-9; H-1.

The corporate by-laws for the U.S. business explicitly authorize the Treasurer and only the treasurer to "have charges and custody of, and be responsible for, all funds and securities of the corporation. Receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these By-laws and in general perform all of the duties incident to the Office of the Treasurer" The by-laws for the original U.S. business started under the name of Bamboo Research, Inc. and they have carried forward as the name of the U.S. business has evolved. H-1. The corporate officers are named and their responsibilities detailed in Article IV – Officers. H-1, p. 5-7. Pursuant to the by-laws, only the Treasurer has the authority to "have charges and custody of, and be responsible for, all funds and securities of the corporation. Receive and give receipts for moneys due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with these By-laws and in general perform all of the duties incident to the Office of the Treasurer" H-1, p. 7, 8. Treasurer. Nothing in the descriptions for the other corporate officers permit them to have control or custody of corporate funds/money/monies. Mr. Liu has testified that from the start of the business until the present day, he and only he has acted as Treasurer for the U.S. business.

Ms. Zhang asserts my client failed to make the required \$5,000 payments in the parties' Post-Marriage Agreement while providing evidence of her conversion of funds owed to the U.S.

business. Ms. Zhang asserts my client breached the parties January 28, 2013 Post-Marriage Agreement by failing to make the called for five thousand (\$5,000.00) U.S. dollar payments outlined in their Agreement (W-7, page 1, ¶ 6; W-26) when in fact my client initially began to make said payments (H-2; W-26) before deciding to stop making payments in response to Ms. Zhang's conversion of U.S. business corporate funds into a bank account opened in the name Techworld Corporation, Inc. that she opened in violation of the corporate bylaws. W-9; W-26; James Liu testimony. After the signing of the parties' 2013 Post-Marriage Agreement, my client has testified he learned that Ms. Zhang, as an officer in the U.S. business, had opened an unauthorized banking account in the name of Techworld Corporation, Inc., his U.S. business, for the purpose of depositing funds her Chinese business owed to the U.S. business for product ordered by the Chinese business from and delivered by his U.S. business. Mr. Liu, in a writing to Ms. Zhang, clearly states in May 2013 that she must transfer two payments to his U.S. business bank account that she improperly diverted and that he was going to hold his U.S. business check in the amount of \$5,000 until she did so. W-26, p. 1, ¶ 1, 2. Later, in October 2013, the situation still unresolved, my client again refuses to issue checks in the amount of \$5,000 called for under the parties' 2013 Post-Marriage Agreement until such time as Ms. Zhang fulfills her obligation to pay for product shipped to her Chinese business from my client's U.S. business. W-9.

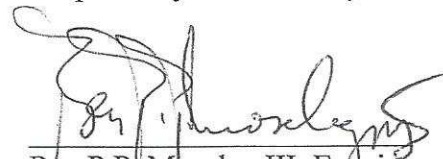
James Liu asserts Ms. Zhang further breached their January 2013 Post-Marriage Agreement by failing to sustain "a long term happy marriage and family life" when in June 2013 she assaulted him. My client testified that in June 2013, Ms. Zhang assaulted him during an argument, an assault in which she caused him physical injury. In support of his testimony, Mr. Liu entered a Rescheduling Notice in the case of the Commonwealth of Pennsylvania v. Lixin

Lilly Zhang (H-8) and a photograph of the facial injury he sustained. H-9. Additional details of the assault may be found on pages 10 & 11 (p. 3, ¶5 & p. 4 of the portion titled "Brief History and Evidence of Lixin Lilly Zhang's Violent Behaviors") in my client's Petition for Protection From Abuse packet entered by Ms. Zhang as W-34. Husband also testified that following his review of W-34, he noted one critical page, where Wife had threatened to the killing all, was missing.

Additionally, Husband, in his Answer to Defendant/Petitioner's Petition for Contempt and Enforcement filed with the Court on October 19, 2015, asserts Wife breached the January 2013 Agreement (W-7) some 21 times.

WHEREFORE, James Liu requests this Honorable Court to agree with him that the parties' Post-Marital Agreement dated January 28, 2013 should be set aside owing to the parties' failure (1) to provide a fair and reasonable disclosure of the property or financial obligations prior to the execution of the agreement; (2) neither party voluntarily and expressly waiving their rights to a fair and reasonable disclosure of the property or financial obligations of the other; (3) my client's involuntary signing of the agreement to end Ms. Zhang's badgering of him; and (4) Ms. Zhang's multiple breaches of said Agreement

Respectfully submitted by

A handwritten signature in black ink, appearing to read "Ben P.P. Moseley III", written over a horizontal line.

Ben P.P. Moseley III, Esquire
Attorney for Plaintiff/Respondent

BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922
(610) 696-5488

Attorney for Plaintiff

JAMES ZHOU LIU
Plaintiff

vs.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS
:
: CHESTER COUNTY, PENNSYLVANIA
:
: DOCKET NO. 2013-09880-DI
:
: CIVIL ACTION--LAW
:
: IN DIVORCE

ORDER

AND NOW, this ____ day of _____, 20____, upon consideration of
Petitioner James Zhou Liu's Motion to Set Aside Post-Marriage Agreement, and any response
thereto and Hearing thereon, it is hereby ORDERED and DECREED that: the parties' Post-
Marriage Agreement executed on January 28, 2013 is hereby set aside and voided in its entirety.

BY THE COURT:

J.

BEN P.P. MOSELEY III, ESQUIRE
Attorney ID # 200006
Moseley Law, P.A.
P.O. Box 12664
Wilmington, DE 19850
(610) 724-3209

Attorney for Plaintiff

JAMES ZHOU LIU
Plaintiff

vs.

LIXIN LILLY ZHANG
Defendant

: IN THE COURT OF COMMON PLEAS
: CHESTER COUNTY, PENNSYLVANIA
: DOCKET NO. 2013-09880-DI
: CIVIL ACTION--LAW
: IN DIVORCE

CERTIFICATE OF SERVICE

OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA

2016 OCT 14 AM 9:23

FILED

I, Ben P.P. Moseley III, Esquire, counsel for Plaintiff, certify that I have served or caused to be served the foregoing documents upon all counsel and unrepresented parties on the date set forth below. Specifically, the following persons were served and in the manner indicated below:

The Honorable David F. Bortner
c/o Suzanne Nelson
Chester County Justice Center
201 W. Market Street, Ste. 7312
West Chester, PA 19380

by hand

LIXIN LILLY ZHANG
c/o Lance J. Nelson, Esq.
MacElree Harvey Ltd.
P.O. Box 660
West Chester, PA 19381-0660
Defendant

via first class and electronic mail

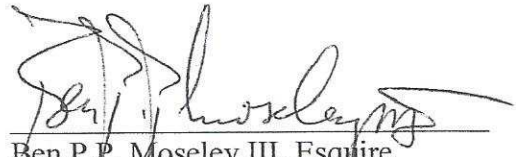
JAMES ZHOU LIU
111 McCoy Street
Milford, DE 19963
Plaintiff

via first class and electronic mail

Date:

10/14/2016

By:

A handwritten signature in black ink, appearing to read "Ben P.P. Moseley III", written over a horizontal line.

Ben P.P. Moseley III, Esquire
Attorney for Plaintiff

EXHIBIT 9

Closing argument filed by Lixin Lilly Zhang's attorney

LANCE J. NELSON, ESQUIRE
ATTORNEY I.D. 61059
MacELREE HARVEY, LTD.
17 West Miner Street, P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEY FOR DEFENDANT

JAMES ZHOU LIU

Plaintiff

v.

LIXIN LILLY ZHANG

Defendant

IN THE COURT OF COMMON PLEAS
CHESTER COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NO: 2013-09880-DI

IN DIVORCE

OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

2016 OCT 14 PM 3:38

FILED

DEFENDANT, LIXIN LILLY ZHANG (WIFE), CLOSING ARGUMENT

Defendant, Lixin Lilly Zhang ("Wife"), filed her Petition for Contempt and Enforcement in this matter on October 2, 2015. Hearings were held on Wife's Petition before the Honorable David Bortner on April 6, 2016 and May 16, 2016. The May 16 Hearing was to be for Plaintiff, James Zhou Liu's ("Husband"), testimony. Husband did not want to continue his testimony and both parties spent the whole afternoon trying to negotiate and reach an agreement. The parties were unable to reach an agreement. Therefore, the Court had to reschedule another hearing on September 12, 2016. During this waiting period, Husband filed his Motion to Set Aside Post-Marriage Agreement on May 25, 2016. A final Hearing was held on Wife's Petition and Husband's Motion before the Honorable David Bortner on September 12, 2016. The Court requested that the parties submit written closing arguments by October 14, 2016. This is Wife's closing argument.

The issues before this Court are as follows:

1. Is the January 28, 2013 Post-Marriage Agreement valid?
2. Has Husband breached the 2013 Post Marriage Agreement?
3. What are the appropriate remedies as a result of Husband's Breach?

Husband is asking this Court to set aside the January 28, 2013 Agreement (the "2013 Agreement") (Exhibit W-7). His basic argument is that he did not receive financial disclosures from Wife with regard to "the true value of Taide Pharmaceuticals" (the "Chinese business") prior to executing the 2013 Agreement and that he did not know financial information with regard to the Chinese business until August of 2013. These allegations can be found in paragraphs 5 and 7 of Husband's Motion.

The evidence introduced during the course of the three hearings before this Honorable Court does not support and is contrary to Husband's arguments. Husband has not met his burden.

First, the plain language of the 2013 Agreement does not support Husband's Argument. There are no representations of "value" with regard to either the US business or the Chinese business contained in the 2013 Agreement. The parties specifically chose the phrase "to honor historical contributions" as the basis for the payment obligations in paragraphs 4 and 10 of the 2013 Agreement. Further, there are no provisions in the 2013 Agreement that require either party to disclose any information to the other with regard to the businesses or any other assets or liabilities.

Second, the negotiations of the 2013 Agreement confirm that the parties made a conscious choice to exclude any representations with regard to value. Wife's Exhibit W-6 contains a series of emails starting on January 2, 2013 that led up to the ultimate final

version of the 2013 Agreement. In the initial draft prepared by Husband and transmitted to Wife on January 2, 2013, Husband included the following paragraph:

USA business value is estimated to be US \$2.0 Million Dollar by January 5, 2013. China business value is estimated to be RMB \$2.0 Million Yuan on the same date.

On January 8, 2013, Husband transmitted a revised version of the 2013 Agreement.

This revised version contained the following provision:

We agree that we both contributed with our best efforts towards the development of the US and China businesses. Currently, the US business value is estimated to be US \$2.0 Million Dollar by January 5, 2013. At the same time, the China business value is estimated to be RBM \$2.0 Million Yuan.

Finally, on Sunday, January 27, 2013, Husband transmitted the following email to Wife:

Dear My Wife, here is our final Agreement in MS Word and PDF. Keep it.

Cheer. Jim

Attached to the January 27, 2016 email was the final signed version of the 2013 Agreement. The final version of the 2013 Agreement, as negotiated between the parties and drafted by Husband, contains no references to the value of either business or any of the assets or liabilities.

Third, Husband's testimony was not credible when he said he did not have any financial information with regard to the Chinese business until August 2013. Husband falsely described the Chinese business as Wife's family's business so he "naturally" did not know anything about the business. This contradicts the phrase "To honor James's historical contribution of developing the China business" in paragraph 10 of the 2013 Agreement.

On Monday, September 10, 2012, Husband sent an email to Wife, which was admitted into evidence as Exhibit W-24. This email was sent over four months prior to

Husband's drafting and ultimately signing the 2013 Agreement. In the relevant part,

Husband writes:

By 2009, our relationship was at the very bad situation. We signed the Marriage Dissolution Agreement in November 2009. Finally, our marriage, as we both agreed and signed on January 24, 2012 in the Public Notary Office, is totally broken – no way to save. Now let's use our best judgment to get the best from this marriage for both.

All terms were clearly outlined in the signed Agreement, but we disagree on one item: sell the business.

Per agreed term, US TWC is estimated to be worth US \$2M as the total revenue in 2011 was slightly over \$500,000. That included these ONE-OK tablets shipped to the China TD, from which US TWC did not make any profit.

Per your word, China TD is worth \$1.0 since the company borrowed money. Now I find out that China Company TD's revenue in 2011 was RMB 888,000 + or \$1.09 US Dollar. If these revenue, using the same ratio (4x) for calculating the US TWC's value, the estimated value for China TD should be US \$4.36M."

Husband's email is interesting for several reasons. Husband clearly had specific financial information with regard to the Chinese business in September 2012, several months prior to the 2013 Agreement. This is consistent with Wife's testimony that she regularly provided Husband's financial information and he had access to financial information as the financial officer for the companies. Further, Wife testified that on June 13, 2012, Husband took Wife's lap top and copied her entire C Drive which contained all the financial information on the Chinese company. Both parties were aware that Husband had this financial information when they negotiated and executed the 2013 Agreement.

The email is but one in a long line of examples that demonstrates Husband's testimony is contradictory and simply not credible. Wife's Exhibit W-21 was an email from Husband on January 23, 2012 (one day prior to the 2012 Agreement) containing a business plan. This was provided to Wife nine months prior to the September 2012 email. On page 25 of the business plan prepared by Husband, Husband lists total assets of the company of in excess of \$22,000,000. The business plan also indicates

that Husband is the acting financial officer for the company as well as the "sister business" in China. This \$22,000,000 figure is obviously ten times the amount Husband represented the value of the US business to be in the January 24, 2012 Agreement (W-5) and in the September 2012 email (W-24). On February 5, 2012, Husband sent this confidential business plan to all existing Shareholders. This email and the accompanying plan was admitted into evidence as W-22. In his email, Husband writes "I would appreciate it that if you could help to make it read friendly so we can get funding from new investors." Husband clearly picks and chooses financial information about the companies based upon whatever purpose he is pursuing. However, his email correspondence clearly indicates he was privy to all financial information about both the US and Chinese businesses well before drafting and signing the 2013 Agreement.

Husband did not contest the validity of the 2013 Agreement until May of 2016. In the years after signing the 2013 Agreement, Husband did not challenge the Agreement even after he allegedly discovered certain financial information in August of 2013.

For example, in October of 2013, there was a series of emails between Husband, Wife and the other Shareholders of the US and Chinese Companies concerning a potential name change. These emails were entered into evidence as a W-25. These emails were exchanged approximately two months after Husband allegedly discovered the financial information with regard to the Chinese company. Nowhere in these extensive emails did Husband indicate any objection to Wife being the owner of the Chinese company or any issues with regard to their 2013 Agreement.

Similarly, Wife entered into evidence as Exhibit W-29 an email in Chinese along with an English translation between Husband and Lina Zhang. This email was sent

November 26, 2013. In this email, Husband discusses his strategy for getting leverage against Wife by filing a Protection from Abuse Claim against her. Nowhere in his email does he indicate that the 2013 Agreement is invalid or that he is challenging it.

The most damaging piece of evidence is perhaps Wife's Exhibit W-30. This Exhibit contains an email dated April 8, 2015 from a lawyer at White and Williams. The lawyer indicates that Husband actually provided him with portions of the 2013 Agreement to demonstrate that he had "100% management authority and voting power of the US business". So, in April of 2015, Husband was utilizing and arguing for the validity of the 2013 Agreement if it suited his purposes.

As late as January of 2016, Husband was filing documents in the Superior Court of the State of Delaware alleging the validity of the January 28, 2013 Agreement. Wife entered as Exhibit W-32 Husband's "Responses to Defendant's Motion to Quash Subpoenas". On page 1, and then again on page 4 of Husband's Response, he alleges the validity of the January 28, 2013 Post-Marriage Agreement.

Finally, Husband's last disparage attempt to challenge the validity of the Agreement involves his allegation that he was somehow coerced into signing it. A quick review of the email exchanges between the parties between October of 2012 and December 2012 belies Husband's contentions. Wife entered these emails as Exhibit W-24. A review of these emails as well as the emails leading up to the signing of the Agreement (W-6) show that there was no hostility, no threats or no coercion exercised by Wife.

For all of these reasons, Husband has not met his burden to show that the 2013 Post-Marriage Agreement should be set aside.

Husband may try to pursue a baseless argument that Wife breached the 2013 Agreement by opening a PNC bank account in the name of the US business and deposited funds into this account from international sales. In fact, the account was opened on January 15, 2013 prior to the January 28, 2013 Agreement. The reasons Wife opened the separate account were: 1) Husband forged Wife/President's signature and opened a US business account; 2) Husband took \$30,500 from the US business bank account and wired it to his online girlfriend (which husband admits); and, 3) to protect Wife's international sale earnings for international business. The Shareholders, including Husband, knew and agreed to allow wife to open that account to handle international sales, which Wife was in charge of pursuant to paragraph 16 of the 2013 Agreement. The 2013 Agreement states that:

- Lilly will remain the position of President of TechWorld Corporation, Inc... and conduct international sales ... and entitled for the net profit of all international sales.
- Lilly's Liabilities and Responsibilities: 2. Manage both Chinese and US TWC's international business.

Finally, Husband never complained or alleged that Wife breached the 2013 Agreement until Wife petitioned to enforce the Agreement.

Turning the Court's attention to Wife's Petition, Wife has introduced testimony and evidence to show that Husband is in breach of the 2013 Agreement.

Pursuant to paragraph's 4 and 10 of the 2013 Agreement, Husband was to pay Wife the net sum of \$841,300 (1,000,000 – 158,700). Pursuant to paragraph 6.1, Husband was supposed to start making \$5,000 per month payments to Wife on May 1,

2013. In the event Husband delays the \$5,000 monthly payments longer than sixty days, Wife was to get 55% of the voting control of the US business, pursuant to paragraph 6.2 of the Agreement. Further, if the full sum is not paid by Husband within twelve months of the Agreement (January of 2014), then annual interest at the rate of 10% per year will be charged to Husband pursuant to Paragraph 4. Finally, if payment in full is not made by January 31, 2015, a portion of Husband's management and voting power will switch to Wife such that Wife controls 55% of the US business.

It is not disputed that Husband has not paid Wife any of the monies due under the Agreement. Therefore, this Court should enter Judgment against Husband in the principle amount of \$841,300. In addition, Wife should be awarded a Judgment for the 10% interest from 2014 through October of 2016 totaling \$261,504 and calculated as follows:

- 2014: $841,300 \times 10\% = \$84,130$
- 2015: $(841,300 + 84,130) \times 10\% = \$92,543$
- 2016: $841,300 + 84,130 + 92,543 = 1,017,973 \times 10\%$
 $= 101,797 \div 12 = 8,483 \times 10 \text{ months} = \$84,831$
- Total Interest = $84,130 + 92,543 + 84,831 = \$261,504$

As of October of 2016, the total Judgment against Husband should be \$1,102,680. ($841,300 + 261,504$). Further, interest should continue to accrue at 10% per year.

Like many Property Settlement Agreements, the 2013 Agreement contains certain enforcement provisions to ensure each party's compliance with the Agreement. The 2013 Agreement contains a provision allowing Wife to take Management and Voting Control of the US business in the event that Husband failed to honor his obligations. This is actually a common provision that can be found in many Buy-Sell Agreements. It is standard practice for a seller to maintain the ability to retake control of

the company sold in event of the default by the buyer on the payments. Wife is not asking this Court to rule with regard to some corporate dispute. Rather, Wife is asking this Court to enforce the Post-Marriage Agreement, which Husband negotiated and drafted himself. Accordingly, Wife is asking that this Court enter an Order finding the 2013 Post-Marriage Agreement is valid. Wife is also asking that this Court enter an Order temporarily transferring a portion of Husband's stock to Wife such that she has 55% voting control of the company until Husband's payment in full of the monies due to Wife under the 2013 Post-Marriage Agreement. Wife is also asking that this Court enter an Order requiring Husband to pay Wife the sum of \$10,000 per month towards the monies due Wife until the sum is paid in full. Finally, pursuant to paragraph 15 of the 2013 Post-Marriage Agreement, Husband should be ordered to have his brother, Jin Biao Liu, transfer all Chinese patents/patent applications' ownership related to Nasal Irrigation to the Chinese business.

Wife thanks the Court for its time, patience and consideration in this important matter.

Respectfully submitted,

MacELREE HARVEY, LTD.

By: 

Lance J. Nelson, Esquire
Attorneys for Defendant

LANCE J. NELSON, ESQUIRE
ATTORNEY I.D. 61059
MacELREE HARVEY, LTD.
17 West Miner Street, P.O. Box 660
West Chester, PA 19381-0660
(610) 436-0100

ATTORNEY FOR DEFENDANT

JAMES ZHOU LIU,

Plaintiff

v.

LIXIN LILLY ZHANG,

Defendant

: IN THE COURT OF COMMON PLEAS
:
: CHESTER COUNTY, PENNSYLVANIA
:
: NO: 2013-09880-DI
:
: IN DIVORCE

OFFICE OF THE
PROTHONOTARY
CHESTER CO. PA.

2016 OCT 14 PM 3:38

FILED

CERTIFICATE OF SERVICE

This is to certify that in this case, a complete copy of the foregoing Defendant's, Lixin Lilly Zhang ("Wife"), Closing Argument has been served upon the following person, by the following means, and on the date stated:

Name:

Means of Service:

Date of Service:

Ben P.P. Moseley III, Esquire
Moseley Law, P.A.
27 South Darlington Street
West Chester, PA 19382-2922

First Class Mail

October 14, 2016

MacELREE HARVEY, LTD.

By: _____

Lance J. Nelson, Esquire
Attorneys for Defendant

EXHIBIT 10

**Lixin Lilly Zhang acted on behalf of TechWorld Corporation to submit her
complaint to the Court of Chancery of the State of Delaware**

on September 22, 2017

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TECHWORLD CORPORATION, INC.,)	
a Nevada Corporation,)	C.A. No. 2017-0677-JTL
)	
Plaintiff,)	
)	
v.)	
)	
JAMES Z. LIU,)	
DRNATURALHEALING INC.,)	
a Delaware Corporation, and)	
BASE-PAIR PHARMACEUTICS, INC.,)	
a Delaware Corporation.)	
)	
Defendants.)	

FIRST AMENDED¹ VERIFIED COMPLAINT

Plaintiff TechWorld Corporation, Inc. (“TWC” or the “Company”), by and through its undersigned counsel, alleges for its First Amended Verified Complaint (“Complaint”), as follows:

PARTIES

1. Plaintiff is a Nevada corporation with its registration place of business at 2235 E. Flamingo Road, Suite 152, Las Vegas, Nevada. Plaintiff’s principal place of business is located at 405 E. Marsh Lane, Newport Industrial Park, Newport, DE 19804.

¹ A blackline version reflecting the revisions between the Verified Complaint and this First Amended Verified Complaint is attached hereto as Exhibit 1.

2. Defendant James Z. Liu is a resident of the State of Delaware. Mr. Liu was formerly a director and officer of TWC until 2015. Mr. Liu resides at 111 McCoy Street, Milford, DE 19963.

3. Defendant DrNaturalHealing Inc. ("DNH") was formed as a Delaware corporation on or about September 21, 2009, under the name of TechWorld Medicals, Inc. Mr. Liu unilaterally and without authorization changed its name to DrNaturalHearling Inc. on December 19, 2013. DNH's current registered agent is James Z. Liu, located at 111 McCoy Street, Milford, DE 19963.

4. Defendant Base-Pair Pharmaceuticals, Inc. ("Base-Pair") was formed as a Delaware corporation on or about March 22, 2013. Base-Pair's registered agent and sole owner is James Z. Liu, located at 111 McCoy Street, Milford, DE 19963.

JURISDICTION AND VENUE

5. Jurisdiction resides in this Court pursuant to 10 *Del. C.* § 341.

6. Venue lies before the Delaware Court of Chancery inasmuch as Plaintiff's claims invoke the Court's equitable jurisdiction and seek, in whole or in part, relief of an equitable nature.

FACTUAL BACKGROUND

A. Formation of TechWorld Corporation, Inc.

7. TWC is an enterprise engaged in the research, development, manufacture, and marketing of medical devices, over the counter drugs, and food

supplements. The Company has expanded from North America into Asian markets by collaboration with local corporations through its affiliate, Jiangsu Taide Pharma, Ltd. (“Taide”). TWC’s flagship products are medical device NasalCare® Nasal Rinse Starter Kit and a series of dietary supplements known as ONE-OK® products.

8. TWC was co-founded by Lixin Lilly Zhang, Ph.D. (“Dr. Zhang”) and Mr. Liu. On February 22, 2002, TechWorld International, Inc., which was controlled by Dr. Zhang, acquired Mr. Liu’s Bamboo Research and subsequently changed its name to TechWorld Corporation, Inc. Since then, Dr. Zhang has been working full time for the Company as its president and director. Dr. Zhang is also the majority shareholder of TWC.

9. In July 2010, Mr. Liu started working full time at TWC as a senior vice president and treasurer. He also served as one of its two directors, along with Dr. Zhang. To open an international market for the Company’s products and to secure materials supply, Dr. Zhang, on behalf of TWC and its shareholders, registered Wuxi Meitai Biotech, Ltd. (“Wuxi Meitai”) in Wuxi, Jiangsu Province in July 2008, which was later relocated to a nearby newly established medical capital in China, China Medical City in Taizhou, Jiangsu Province and then registered as Jiangsu Taide Pharma, Ltd. at the end of 2009, which has been the exclusive product distributor and supplier to TWC in China.

B. Mr. Liu's Misconduct and Breach of Fiduciary Duties.

10. After learning that his brother Jinbio Liu would be paroled from jail in China, Mr. Liu began working with him to convert and misappropriate TWC's assets in the U.S., and to use his solely owned company and his paroled brother's companies in China to compete with TWC's affiliated company in China.

11. Dr. Zhang and other Company shareholders did not learn of the nature and scope of Mr. Liu's misconduct until it was gradually discovered from later 2014 to April 2015 that Mr. Liu had been selling TWC's NasalCare® products in China with the collaboration of his brother at a much lower price to unfairly compete with TWC's exclusive distributor, Taide.

12. Specifically, Mr. Liu covertly established Defendant Base-Pair using TWC's fully owned subsidiary's address and resources, in or about March 2013 for the purpose of competing with TWC and its affiliates. Attached hereto as Exhibit "A" is a true and correct copy of the Entity Details for Base-Pair Pharmaceuticals, Inc. from the Delaware Division of Corporations website.

13. Then, through Base-Pair as the sole shareholder/founder, Mr. Liu registered another entity called Suzhou Base-Pair Pharmaceuticals ("Suzhou Base-Pair") in China with five million dollars (\$5M USD) as registration capital on July 4, 2013. The public record shows that in his Chinese company, Suzhou Base-Pair,

Mr. Liu is listed as president, Jinbio Liu is listed as the general manager, and Base-Pair is listed as the sole shareholder.

14. None of TWC's shareholders were aware those two companies existed until it was discovered that through his Suzhou Base-Pair, Mr. Liu and his brother collaborated to sell TWC NasalCare® products at a much lower price to compete with TWC's exclusive distributor, Taide.

15. Even worse, Mr. Liu illegally and intentionally mislabeled medical products as "sea salt" to avoid customs duties and taxes from both the U.S. and China, and bypassed the regulations of medical products of both the U.S. Food and Drug Administration ("U.S. FDA") and China's Food and Drug Administration ("CFDA").

16. Mr. Liu also falsely authorized, when he did not have the authority, Suzhou Base-Pair as the "exclusive distributor" managing "Asian Distribution Center" of TWC's products in China, and falsely accused Dr. Zhang and TWC's exclusive distributor Taide of selling "bad quality and fake" NasalCare® and ONE-OK® products in China. Attached hereto as Exhibit "B" is a true and correct copy of the Certificate of US-FDA Registered Products submitted by Mr. Liu to Alibaba.com and Taobao.com, dated May 18, 2015.

17. In addition to the above, Mr. Liu committed further breaches of his fiduciary duties, including but not limited to the following acts:

(a) Forging Dr. Zhang's signature and opening an undisclosed company bank account in July 2011;

(b) Embezzling Company funds on multiple occasions and sending to the benefit of his girlfriend by wiring money to a Malaysian company under his girlfriend's direction, under the guise of "Furniture Purchase-Prepayment", in the amount of \$35,052 in September 2012, and conspiring with his girlfriend to smuggle twenty-nine (29) pieces of gold bricks from Malaysia into the U.S.;

(c) In his capacity as the TWC's treasurer, falsely claiming that such embezzled money was "bad debt" in TWC's IRS Tax Return in 2013 without the consent or awareness of TWC, Dr. Zhang, or other shareholders;

(d) Knowingly purchasing large quantities of defective products from Mr. Liu's brother's company in China, which caused significant business losses and product returns from CVS and other stores, along with customer accounts being closed;

(e) Misappropriating TWC's key technology secrets and patents to his paroled brother and relatives in order to compete with TWC;

(f) Posting false information on TWC's website www.techworldcorp.com, as well as on www.drnaturalhealing.com.cn, to falsely claim TWC was "acquired" by its subsidiary DNH and became DNH's "branch" or "subsidiary" and defaming TWC's Chinese affiliate, creating confusion amongst

TWC's international distributors and consumers, and causing significant business losses from 2015 through the present. Attached hereto as Exhibit "C" are true and correct copies of screenshots from www.techworldcorp.com, the first posted in or about March 2015 and captured on or about November 10, 2015 and re-captured on October 2, 2017, and the second and third captured on October 2-3, 2017. After Mr. Liu refused to remove the false information from the company's website, TWC had to register a new website domain and design a new website which was costly and time consuming;

(g) Hijacking Dr. Zhang's business email address from May 5, 2014 through the present, as well as for a period in November 2013, which has caused confusion and business damages, including forcing Dr. Zhang to stop using that business email address;

(h) Fabricating a number of TWC's meeting minutes and documents, and then fraudulently transferring TWC's federal employer identification number in March 2015 and TWC's U.S. FDA registration number in 2015 to DNH, making TWC's normal international business led by Dr. Zhang appear illegal and causing TWC's imported merchandise to be held by U.S. Customs and Border Protection ("U.S. CBP") from October 2015 until August 2016 with direct warehouse and transportation costs of \$9,329.01, as well as significant indirect business loss, including but not limited to significant delay of

delivering purchase orders, layoff of production workers, reputation damages, and incurred time and resource expense to rectify Mr. Liu's fraudulent conduct;

(i) Making fraudulent reports to the FBI, Department of Homeland Security and U.S. FDA in 2015 after Mr. Liu failed to extort Dr. Zhang and other shareholders; and

(j) Making a fraudulent report to Delaware law enforcement on or about May 19, 2016 after Mr. Liu attempted to make TWC's international business led by Dr. Zhang appear illegal and causing TWC's imported merchandise to be held by U.S. CBP (Exhibit "D").

18. Moreover, by letter dated March 20, 2015, Mr. Liu wrote to GS1 US, Inc. to request a transfer of TWC's product barcode Prefix No. 851107000 ("Company Prefix") to DNH. According to GS1 US's responding letter dated March 27, 2015, Mr. Liu falsely represented to GS1 US that "TechWorld sold its assets to DrNaturalHealing, Inc. and agreed to transfer the Company Prefix in connection with that asset sale." TWC promptly contacted GS1 US to dispute Mr. Liu's misrepresentations. As a result, GS1 US suspended the Company Prefix, and directed both TWC and DNH not to utilize the Company Prefix. *See* letter dated March 27, 2015 and email dated April 14, 2015, a true and correct copy of which are attached hereto as Exhibit "E". This has caused TWC business losses. However, upon information and belief, Mr. Liu illegally transferred the Company

Prefix to DNH, and fraudulently uses the Company Prefix under DNH's name in China to the detriment of TWC's exclusive distributor.

19. As a result of Mr. Liu's serial bad faith conduct, he was removed as a director and officer of TWC and its subsidiaries at an emergency shareholder meeting held on April 4, 2015. Attached hereto as Exhibit "F" is a true and correct copy of the minutes of the Emergency Shareholder Meeting of TechWorld Corporation, Inc., dated April 4, 2015.

C. Mr. Liu's Unauthorized and Fraudulent Conduct Following his Removal as a Director and Officer of TWC.

20. However, since Mr. Liu's removal as director and officer of TWC, he has continued to take actions on behalf of TWC, without authority or approval. Mr. Liu unilaterally renamed TWC as "doing business as DrNaturalHealing", and replaced Dr. Zhang's name as the director and president of TWC with his name and replaced all other officers' names with his name, with the Nevada Secretary of State. TWC has incurred time and expense to rectify this unauthorized conduct.

21. Further, on January 7, 2017, Mr. Liu submitted a response to the United States Patent and Trademark Office's ("USPTO") denial of his prior attempt to register TWC's NasalCare® trademark to DNH. Attached hereto as Exhibit "G" is a true and correct copy of Mr. Liu's response to the USPTO, dated January 7, 2017. In his bad faith application, Mr. Liu made various material

misrepresentations, including alleging that he “solely founded” TWC. Further, Mr. Liu falsely held himself out as the CEO of both DNH and TWC, and falsely stated that TWC is a subsidiary of DNH. Further, Mr. Liu stated in his response that he reported TWC “to the US Food and Drug Administration – Philadelphia office. The senior FDA officer filed the case to the US Attorney General Office. It is a federal penning [sic] case.” (See Exhibit “G”, at 2.) However, Mr. Liu’s false accusations were unsubstantiated, and no wrongdoing was found by TWC. As a result, TWC has now incurred fees, time and expenses to oppose such a meritless and fraudulent application.

22. Further, Mr. Liu has unilaterally and without authorization filed Annual List of Officers, Directors and State Business License Applications with the Nevada Secretary of State on behalf of TWC, as recently as in July 2017, improperly listing himself as director, president, secretary and treasurer of TWC.

23. After he failed to destroy TWC’s distributor Taide through his false reports to CFDA, in 2017, Mr. Liu made another knowingly and intentionally false report with China’s General Administration of Customs, stating that TWC’s ONE-OK® products recently shipped to China were unauthorized, were in bad quality, and were shipped without his authorization. Mr. Liu falsely claimed to the China Customs office that he was the owner and legal representative of TWC. Although the shipment was released after true documentation was provided to the Customs

office and the TWC's ONE-OK® products were in good quality verified by China Inspection and Quarantine Tests, TWC had to needlessly incur time and resources to correct Mr. Liu's fraudulent conduct.

24. Further, it was discovered that Mr. Liu, without any authorization, executed a Letter of Authorization on behalf of TWC, with a Chinese company, Shenzhen Reaps International Health Products Co., Ltd. ("Shenzen Reaps"), dated October 18, 2016, to distribute TWC's ONE-OK® products. Mr. Liu signed the letter as the "founder, president and CEO" of TWC. A true and correct copy of the aforementioned Letter of Authorization is attached hereto as Exhibit "H".

25. Recently, in June 2017, several customers of Taide, TWC's Chinese distributor, forwarded Mr. Liu's letter addressed to the CFDA to request "Cancellation of Authorization to Jiangsu Taide Pharma for Distributing ONE-OK 5 Products". In the letter, Mr. Liu falsely held himself out as TWC's "Founder & CEO", and falsely accused Taide and Dr. Zhang for "cheating US and China governments, and in harming thousands of consumers in China. Their wrong doings were listed in the files of the Superior Court of State of Delaware in 2015, and listed in the file submitted to the China Food and Drug Administration in 2016 by our company's founder, Dr. James Liu". A true and correct copy of this letter from Mr. Liu to CDFA is attached hereto as Exhibit "I". As a result of Mr. Liu's fraudulent report referenced in this letter, CFDA investigated Taide in March 2016

and determined that the issues reported by Mr. Liu were not true. His false accession case was closed, but both TWC and its distributor Taide have incurred significant time and resources to rebut Mr. Liu's false assertions.

26. On or about September 23, 2017, it was discovered that Mr. Liu went to China and falsely presented himself as the president of TWC, in order to enter into an exclusive distributorship agreement with Shenzhen Reaps, on or about July 24, 2017. In addition to being posted on the Chinese company's website, this news is spreading on the internet and was sent to a number of distributors of TWC's exclusive distributor Taide, causing significant confusion and business loss.

27. On October 2, 2017, it was discovered that Mr. Liu covertly established another new entity, called Suzhou Hanfang Pharmaceuticals, Ltd. (approximate Chinese pinyin translation) with approximately \$19.96 million dollars as registration capital, on or about July 20, 2017. The public record shows that in this new Chinese company, Mr. Liu is listed as one of the directors, his brother Jinbio Liu is listed as legal representative and general manager, and DNH is listed as the sole shareholder.

COUNT I
(Breach of Fiduciary Duty against Mr. Liu)

28. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

29. As a director and officer of TWC, Mr. Liu owed fiduciary duties to the Company and its shareholders before his removal.

30. While serving as a director and officer of TWC, Mr. Liu breached those fiduciary duties, by, among other things: (i) illegally transferring sums of money to his girlfriend in the amount of \$35,052; (ii) transferring sums of money from TWC to his paroled brother's company for defective products in the amount of no less than \$77,087.58; (iii) competing against TWC and its exclusive distributor Taide with Suzhou Base-Pair and entities affiliated with his brother internationally, including transferring TWC intellectual property to such entities; (iv) using TWC resources for Base-Pair without authorization; (v) attempting to transfer ownership of the NasalCare® trademark to DNH, and fraudulently transferring TWC's CompanyPrefix to DNH without authority to do so; (vi) changing TWC's Federal Employer Identification number and U.S. FDA registration number to DNH, causing TWC's imports to appear to be made illegally and without authorization, and resulting in material supplies being placed on hold for approximately ten months; and (vii) unilaterally changing TWC's name with the Nevada Secretary of State as "d/b/a DrNaturalHealing, Inc."

31. TWC has suffered damages as a result of Mr. Liu's breaches of his fiduciary duties in an amount to be determined at trial.

COUNT II
**(Tortious Interference with Actual and Prospective Economic Relations
against Mr. Liu)**

32. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

33. Mr. Liu has engaged in a repeated course of misconduct to intentionally and knowingly interfere with Plaintiff's economic and business relationships with its customers, prospective customers and with its exclusive distributor in China. Among other things, Mr. Liu has contacted governmental agencies in both China and the United States to make false and misleading statements about TWC and DNH, in order to disrupt TWC's business operations. Mr. Liu contacted China's Customs office and fraudulently stated that a shipment of goods by TWC to China was not authorized and in bad quality, which delayed the shipment. Moreover, Mr. Liu has contacted various U.S. governmental agencies and made false claims regarding TWC's goods, which has caused delay of shipment of TWC goods.

34. Mr. Liu has also held himself out as the "sole founder, legal representative and CEO of TWC", and represented to numerous agencies, customers and potential customers that TWC is the subsidiary of DNH, in order to sell TWC's products in China through his and his brother's company, including TWC's NasalCare® and ONE-OK® products, without authorization. Mr. Liu has

wrongfully entered into a Letter of Authorization on behalf of TWC to Shenzhen Reaps for exclusively distributing TWC's ONE-OK® products in China, and formed Suzhou Hangfang in China while listing DNH as the sole shareholder.

35. Mr. Liu has also attempted to transfer the NasalCare® trademark to DNH, and has illegally transferred the Company Prefix to DNH.

36. Mr. Liu has also illegally altered TWC's listing information on the Nevada Secretary of State website, falsely listing himself as the sole director and each of the officers of TWC, and falsely listed TWC as a subsidiary of DNH.

37. In addition, Mr. Liu knowingly purchased large quantities of defective product part supplies from Mr. Liu's brother's company, which caused significant business losses and product returns from CVS and other stores, along with TWC customer accounts being closed.

38. These acts have created confusion in the United States and internationally, which has harmed TWC's relations with its subsidiaries, customers and distributor, along with its goodwill.

39. Mr. Liu has engaged in this conduct without authority or justification.

40. As a consequence of the foregoing, Plaintiff has suffered and will continue to suffer significant harm and loss including irreparable harm to its goodwill.

COUNT III
(Defamation against Mr. Liu)

41. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

42. Mr. Liu has made various defamatory communications about TWC, including (i) stating on www.techworldcorp.com that TWC's distributor, Taide, has engaged in "illegal business behavior", (ii) communicating to China's Customs and office that TWC's ONE-OK® products recently shipped to China werewere in bad quality, and were shipped without his authorization; (iii) sending a letter to the CFDA falsely accusing Taide and Dr. Zhang for "cheating US and China governments, and in harming thousands of consumers in China"; (iv) upon information and belief, sending his letter to the CFDA to customers of Taide in China; (v) communicating to the U.S. FDA, FBI, Department of Homeland Security, U.S. FDA and USPTO concerning TWC's products and assets; (vi) making a fraudulent report to Delaware law enforcement; and (vii) accusing TWC and its distributor Taide of selling "bad quality and fake" NasalCare® and ONE-OK® products.

43. Mr. Liu's defamatory statements listed above have been published through letters to governmental agencies in the U.S. and China, on internet, social media, TWC's old website www.techworldcorp.com, and

www.drnaturalhealing.com.cn, as well to customers of TWC and/or Taide and countless third parties.

44. Each of the above defamatory statements concerns TWC and/or its affiliated distributor, Taide.

45. Each of the above defamatory statements has caused a third party to understand the communications defamatory character. For example, various U.S. and Chinese agencies have in fact acted upon the statements made by Mr. Liu about TWC or Taide by delaying shipment of goods, and/or conducting audits or investigations of TWC or Taide. In addition, the letter sent by Mr. Liu to the CFDA was forwarded to TWC by its customers in China, with an understanding of the defamatory character. Upon information and belief, countless third parties have read the defamatory content about TWC and Taide on www.techworldcorp.com and www.drnaturalhealing.com.cn.

46. TWC and its affiliates have suffered damages as a result of Mr. Liu's conduct in an amount to be determined at trial.

COUNT IV
(Conversion against all Defendants)

47. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

48. Mr. Liu improperly converted \$35,052.00 of TWC assets and transferred such sum of money to his girlfriend with no authority to do so.

49. Mr. Liu caused TWC to transfer no less than \$77,087.58 to his brother's company for defective products.

50. The NasalCare® trademark and the Company Prefix are assets of TWC.

51. Mr. Liu had no authority to attempt to transfer, or in fact transfer, the NasalCare® trademark and the Company Prefix from TWC to DNH.

52. TWC has suffered damages as a result of Mr. Liu's misconduct, in an amount to be determined at trial.

COUNT V
(Misappropriation of Trade Secrets against Mr. Liu)

53. Plaintiff repeats and realleges each of the foregoing paragraphs as if fully set forth herein.

54. The intellectual property, know-how, and customer lists of TWC constitute trade secrets that are subject to protection.

55. Mr. Liu knowingly transferred such information to his and his brother's companies, without authority to do so.

56. This information is a compilation of information that derives independent economic value, actual or potential, by not being accessible, through

proper means, to competitors, who can gain an unfair commercial advantage and profit from its explicit and/or implicit and/or intentional and/or inevitable disclosure or use.

57. TWC has undertaken efforts that are reasonable and adequate measures under the circumstances to maintain the valuable nature and secrecy of this information.

58. The foregoing conduct of Mr. Liu constitutes an actual, planned, and/or inevitable misappropriation and misuse of TWC's confidential, trade secret information, without authorization.

59. As a consequence of the foregoing, TWC has suffered and will continue to suffer irreparable harm and loss.

COUNT VI
(Conspiracy against Mr. Liu)

60. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

61. Mr. Liu and his paroled brother entered an agreement, combination and conspiracy to misappropriate assets and compete against TWC and its exclusive distributor, Taide, in violation of fiduciary duties then owed and contracts between TWC and Taide.

62. As part of this conspiracy, Mr. Liu secretly formed Base-Pair using TWC's resources without authority to do so, and through Base-Pair, formed Suzhou Base-Pair with his brother in order to compete with TWC's distributor; transferred various information and intellectual property of TWC to his own and his brother's companies; held himself out to be the sole founder, legal representative and CEO of TWC in order to transfer intellectual property to DNH and to attempt to make changes to TWC's corporate information with the Nevada Secretary of State; and has engaged in fraudulent conduct to prevent TWC's shipment of goods to its exclusive distributor in China.

63. TWC has suffered harm economically and to its reputation worldwide, as a result of Mr. Liu's conspiracy with his brother.

COUNT VII
(Unjust Enrichment against all Defendants)

64. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

65. As outlined above, Mr. Liu wrongfully embezzled and transferred certain Company funds to his girlfriend and to his brother's business, has attempted to transfer the NasalCare® trademark to DNH, and has illegally transferred the Company Prefix to DNH.

66. Mr. Liu had no justification for transferring TWC funds to his girlfriend, and to his brother's business, and perpetuating fraudulent conduct against Plaintiff by attempting to transfer the NasalCare® trademark to DNH, and transferring the Company Prefix to DNH.

67. There is no adequate remedy at law for the aforementioned actions of Defendants.

COUNT VIII
(Constructive Trust against all Defendants)

68. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

69. Mr. Liu illegally converted and transferred sums of money to his girlfriend, and to his brother's company, as discussed above.

70. Such conduct was done without authorization and in breach of fiduciary duties then owed by Mr. Liu to the Company.

71. A constructive trust should be imposed upon all sums of money illegally transferred from the Company by Mr. Liu.

COUNT IX
(Declaratory Judgment against all Defendants)

72. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

73. An actual, present and justiciable controversy exists concerning the following issues: (i) whether the Company Prefix, and the NasalCare® trademark, are property of TWC; (ii) whether DNH is a wholly owned subsidiary of TWC; and (iii) whether Mr. Liu is a current director or officer of TWC or of any of its affiliates or subsidiaries, including DNH.

74. The interests of the parties are real and adverse; the controversy is ripe for disposition; and a declaratory judgment entered as set forth below will bring an end to a current controversy.

75. Plaintiff has no adequate remedy at law.

COUNT X
(Injunctive Relief against all Defendants)

76. Plaintiff incorporates the preceding paragraphs hereof by reference into this count as if fully recited herein.

77. Mr. Liu has conspired with his brother to sell NasalCare® products under his solely owned company and his brother's Chinese company in direct competition with TWC.

78. Mr. Liu has conspired with his brother to sell ONE-OK® products to Chinese companies associated with his brother rather than TWC's exclusive distributor in direct competition with TWC's exclusive distributor.

79. Mr. Liu recently attempted to fraudulently transfer the NasalCare® trademark to DNH for no value, through making false statements to the USPTO.

80. Mr. Liu recently attempted to change TWC's name with the Nevada Secretary of State as "d/b/a DrNaturalHealing, Inc." without authority to do so.

81. Mr. Liu has also continued to hold himself out as a director or officer of the Company, even after his removal from those positions in 2015, and has held out TWC as a subsidiary of DNH, which it is not.

82. In order to prevent irreparable harm, and given Mr. Liu's past and present course of conduct, it is necessary for an injunction to issue to prevent Mr. Liu from taking any action on behalf of the Company, or to make false representations concerning the Company.

83. Plaintiff has no adequate remedy at law.

WHEREFORE, Plaintiff respectfully requests that the Court enter the following relief:

A. Imposing a constructive trust on all sums of money improperly diverted from TWC;

B. Entering a money judgment against Defendants, and in favor of Plaintiff, in an amount to be determined, plus pre-judgment interest, and costs;

C. Entering a declaratory judgment stating the following:

- a. Mr. Liu is not a director or officer of TWC or of any of its affiliated companies or subsidiaries, including DNH, and has no authority to act on their behalf;
- b. DNH is a wholly owned subsidiary of TWC; and
- c. The Company Prefix and NasalCare® trademarks are wholly owned by TWC, and not DNH.

D. Entering an injunction restraining the Defendants, either individually or in combination, from taking any of the following actions, or causing, directing, or conspiring with any third party individual or entity to take any of the following actions:

- a. Taking any action on behalf of TWC, or any of its affiliates or subsidiaries, including DNH;
- b. Making any statements regarding TWC, or any of its affiliates or subsidiaries, including DNH and TWC's affiliated distributor, Taide, through www.techworldcorp.com, www.drnaturalhealing.com.cn or by any other means;
- c. Using or transferring any intellectual property or other assets of TWC or of its affiliates or subsidiaries, including DNH to any other entity or individual;

- d. Holding James Liu out as a director or officer, or authorized representative, of TWC, or any of its affiliates or subsidiaries, including DNH;
- e. Representing that TWC is a subsidiary or branch of DNH or under the control of DNH;
- f. Contacting any Chinese entity or agency, including but not limited to China's Customs Office or the CFDA, concerning TWC or any of its affiliates or subsidiaries, including DNH and TWC's affiliated distributor, Taide, or any of their assets or intellectual property;
- g. Contacting any United States federal agency or entity, or any state or local agency or entity, concerning TWC or any of its affiliates or subsidiaries, including DNH and TWC's affiliated distributor, Taide, or any of their assets or intellectual property; and
- h. Communicating with the Nevada Secretary of State's office on behalf of TWC or any of its affiliates or subsidiaries, including DNH or making any changes or amendments concerning TWC with the Nevada Secretary of State.

E. Awarding Plaintiff its costs, attorneys' fees, and other expenses incurred in this action, together with such other and further relief as the Court deems just and appropriate.

FOX ROTHSCHILD LLP

/s/ Carl D. Neff

Carl D. Neff (No. 4895)

Courtney Emerson (No. 6229)

919 N. Market Street, Suite 300

Wilmington, Delaware 19801

Tel: (302) 654-7444

Fax: (302) 656-8950

*Attorneys for Plaintiff,
TechWorld Corporation, Inc.*

Date: October 3, 2017

EXHIBIT 11

James Z. Liu Prepared Answer (draft)

TECHWORLD CORPORATION, INC.)
A Nevada Corporation,)
Plaintiff)
))
Vs.)
) : C.S. No. 2017-0677-VCL
JAMES Z LIU,) : Answer
DRNATURALHEALING, INC.,)
A Delaware Corporation, and)
BASE-PAIR PHARMACEUTICALS, INC.)
A Delaware Corporation)
Defendants)

TO PLAINTIFF'S ORIGINAL AND FIRST AMENDED COMPLAINT

GENERAL DENIAL 1 –The name of Plaintiff was falsely used by Lilly Zhang, as she was only a former officer for TWC after she signed her withdrawal on January 24, 2012 under oath. TWC was a part of the US Business under Dr. Liu’s full management.

Before Defendants answer each entry in the submitted Complaint, James Z. Liu, the named first Defendant must report to the Court why the Plaintiff business name was falsely used by Lilly Zhang to serve as a trap for Defendants and how she misled the Court, in order for her to send this filed case to the lay public in USA and in China, to damage Dr. Liu's reputation, unethically and illegally.

1. James Z. Liu, MD, PhD, ("Dr. Liu"), the named first Defendant, was the Sole Founder, the Sole Director, and the major shareholder with 100% voting authority for TWC, a Nevada company incorporated by Dr. Liu on November 17, 1998. The company's initial name was Bamboo Research, Inc. and its name was amended by its Founder on March 19, 2012. See Exhibit 1 - the copy of the original company registration, and the US-BUSINESS TWC's record is in the Secretary of State office in Nevada about the name amendment – recorded on 03/19/2002. Lilly Zhang was not a co-founder of TWC.

2. Lilly Zhang became an officer of TWC in February 2002 after she signed an agreement with her future husband Dr. Liu during the red-hot-loving time, and left the company after she signed a separation agreement with her ex-husband-to-be Dr. Liu under oath on January 24, 2012. Clearly, the same two people, James Liu and Lilly Zhang, signed Lilly Zhang in and signed Lilly Zhang out. That 2012 agreement was reviewed by The Court of Common Pleas in Chester County, Pennsylvania ("PA Court"). See PA Court Order - Exhibit 2. Below it is called the 24Jan2012-Separation Agreement for simplicity. As the PA Court Order indicated, Lilly Zhang was not an active officer of the US business TWC, started on January 24, 2012. Since that day, Dr. Liu holds a super majority voting authority for any US Business Entities, including TWC.

4. After officially granted Weineng Zuo's request for not being a shareholder of TWC to carry the TWC's liability expressed in his action of totally destroying his TWC stock certificate (5%) in 2009, Dr. Liu, as the Founder, on December 5, 2013, consolidated the TWC voting power for 98%. Therefore, without Dr. Liu's agreement or approval, no decision can be made and no action can be taken on behalf of TWC. Lilly Zhang grossly violated the TWC's By-Laws by calling an emergence shareholders meeting after her crime of falsifying the FDA certificate was discovered by Mr. Son, the

Vietnam Distributor, and reported to Dr. Liu on January 5, 2015, and Lilly Zhang illegally “decided” to remove Dr. Liu from all management positions with the less than 1% voting authority. That illegal meeting decision could never be effective.

5. On June 30, 2017, the Pennsylvania Court issued an Opinion and Order finding that, under applicable Pennsylvania family law, the Post-Marriage Agreement was unenforceable. Dr. Liu, Consequently, the "Agreed Principles" as defined in the 24Jan2012-Separation Agreement is binding and enforceable, and Dr. Liu retains ownership of all US Businesses, including TWC (subject to a small minority interest owned by third parties). That decision collaterally estops any claim that anyone other than Dr. Liu is in control of TechWorld. Any places in the original or in the amended Complaint stating Dr. Liu was without authority on TWC was false, and was a disrespect to the PA Court.

6. The PA Court issued a Court Order on June 30, 2017 to have totally denied what Lilly Zhang falsely alleged in her Petition submitted to the PA Court on October 2, 2015, two years after Dr. Liu filed divorce on October 7, 2013. (See Exhibit 2). In the PA Court divorce case, Defendant Zhang requested to transfer 55% shares from Dr. Liu's super majority voting shares for THE US-BUSINESS TWC, and to reclaim her previously held management position lost on January 24, 2012, and her loss was reconfirmed after Lilly Zhang signed a Post-Marriage Agreement on January 28, 2013 (28Jan2013-PMA). Lilly Zhang's Petition was totally denied and she did not get any shares from Dr. Liu, nor management authority for TWC. The fact is that Lilly Zhang did not and could not get the Court's allowance to change her status as a former officer of TWC. How could Lilly Zhang submit the current case on behalf of TWC? Did she tell her attorney the real facts? Her act of filing the case in the Court of Chancery of the State of Delaware (DE Court of Chancery) was not only a direct contempt of the PA Court, but also a contempt to the DE Court of Chancery. Therefore, the falsely-filed Complaint must be denied and dismissed immediately.

7. Lilly Zhang submitted her Petition on October 2, 2015 to the PA Court in order to gain further advantages in addition to what she previously gained unfairly in the 28Jan2013-PMA through her act of hiding the marital property in the Chinese business,

Jiangsu Taide Pharma, Ltd. in China (below briefed as TAIDE-China). The PA Court determined that Lilly Zhang had hidden the marital property in the Chinese business, which induced Dr. Liu to sign the falsified 28Jan2013-PMA. According to the Court verified financial numbers after two sides testified during the 24-month period, Lilly Zhang had more than 16 million Chinese Yuan, not 2 million Yuan (about \$2.5 Million, not \$0.3 million) as Lilly Zhang falsely reported to Dr. Liu, before signing the 28Jan2013-PMA. See PA Court Order – Exhibit 2. Hiding marital property during divorce as verified by the Court was criminal. How could Lilly Zhang use her falsely verified Complaint to act on behalf of TWC against the PA-Court declared Winner Dr. Liu? Again, Lilly Zhang's act in filing the current case was to victimize Dr. Liu again by exercising her huge financial power gained from her hidden marital property. Her act of submitting a new case to the DE Court of Chancery against the PA Court Order was not only a direct contempt of the PA Court, but also a contempt to the DE Court of Chancery. Again, the falsely-filed Complaint must be denied and dismissed.

8. The PA Court Order also shows that the Court determined that Lilly Zhang had hidden the marital property in the Chinese business – TAIDE-China, falsely called by Lilly Zhang as a branch of the US TWC, from more than 16 million Yuan to \$1.00 dollars (cheated \$2.5 Million as one single dollar), which induced Dr. Liu to sign the falsified 24Jan2012-Separation-Agreement. See Exhibit 3. Repeatedly hiding marital property during divorce in such a magnitude (cheated \$2.5 million US dollar as \$1.00) is a serious crime. Although the 24Jan2012-Separation Agreement had a significant defect in the reported business value of TAIDE-China as verified by the PA Family Court, which can relieve the financial burden for Dr. Liu, the agreed other terms under the oath, stay. Neither Plaintiff, nor Defendant petitioned to set aside the 24Jan2012-Separation Agreement after PA Court order was issued on June 30, 2017 to set aside the 28Jan2013 PMA. Based on the terms defined in the 24Jan2012-Separation Agreement, Lilly Zhang was no longer a TWC officer, has no voting authority, as indicated in the PA Court Order. Her act of filing the case in the DE Court of Chancery falsely on behalf of TWC was again a direct contempt of the PA Court, but also a contempt to the DE Court of Chancery. Therefore, the falsely-filed Complaint must be denied and dismissed.

9. It has been a fact that Dr. Liu has the supermajority voting and management authority for the US TWC Business since January 24, 2012. Likewise, Lilly Zhang has her supermajority voting and management position for the Chinese business TAIDE-China, as defined in the 24Jan2012 Separation Agreement. Lilly Zhang has no legal base to change her position as the former officer of TWC as defined on January 24, 2012, since the US business for sure included TWC. Any actions taken by Dr. Liu against TAIDE-China, a company was falsely labeled as a branch of the US TWC by Lilly Zhang, for its unethical business conducts, were justified.

10. The PA Court Order clearly mentioned the business division between Dr. Liu and Lilly Zhang was for Dr. Liu owning the US Business vs Lilly Zhang owning the Chinese business. The Court clearly differentiated two businesses as the US Business and Chinese business. How could a former TWC officer Lilly Zhang act as a current TWC officer to file a case against the current TWC's CEO after she received the PA Court Order issue on June 30, 2017? Again, the falsely-filed Complaint was a departure from the PA Court clarified issue, and must be denied and dismissed.

11. Stated from January 24, 2012 to now, Lilly Zhang has no voting power, no management authority for TWC's US Business. Lilly Zhang did not involve in TWC's business operation during the last five years. The US business operation, including TWC, relocated from Downingtown, Pennsylvania to 111 McCoy Street, Milford, Delaware, 19963 on July 15, 2012. During the entire five years and two months, from July 2012 to September 2017, Lilly Zhang, only as a guest, visited the US Business operation office and manufacturing facility in Milford, Delaware once, only once, for less than one hour. How can a non-active TWC former officer Lilly Zhang legally defined on January 24, 2012 and who never involved in the TWC business operation act on behalf of the current company on September 25, 2017 to file a case against the current TWC's CEO? Again, the falsely-filed Complaint must be denied and dismissed.

12. The other TechWorld Corporation Inc. incorporated in the State of Delaware in April 2014 by Lilly Zhang is a Delaware domestic corporation, not a branch of the foreign entity – NV TWC. Therefore, the DE-TWC is an independent company from THE US-BUSINESS TWC incorporated in the State of Nevada by Dr. Liu. If Lilly Zhang filed

the case on behalf of the DE-TWC against NV-TWC for business competition, that might be correct at least in terms of who would be against whom. However, DE-TWC was used in the international business by Lilly Zhang to mislead consumers in China as the same for NV-TWC. Her current position in DE-TWC does not allow her to be the active officer for the NV-TWC. Therefore, her act of mixing DE-TWC with NV-TWC cannot be allowed to mislead the DE Court of Chancery and the public.

13. Techworld International Group was formed by Lilly Zhang's first ex-husband Weineng Zuo in Cincinnati, Ohio when he was jobless in 2000. Lilly Zhang was a full-time employee for Proctor & Gamble Company at that time and could not serve as the founder for any company. That Ohio Techworld International Group was dead in 2002 as Dr. Liu learned from Lilly Zhang. Neither Lilly Zhang nor Dr. Liu during that red-hot-loving period had any interest to support Weineng Zuo to renew the registration of that company in Ohio. After Lilly Zhang promised Dr. Liu to be his future wife, Dr. Liu did not publicly object Lilly Zhang's false claim as a co-founder for TWC for a few years, to save her face. However, now, when the two met in the Court to resolve the legal matter, Dr. Liu must speak truthfully that Lilly Zhang was not a co-founder for TWC per the written history. The history cannot be rewritten by telling the false story for hundreds of times. Lilly Zhang once told Dr. Liu that her very smart and very brave father said, if the false story was told repeatedly for many times, the listeners would believe it was a true story. In the US legal system, that Zhang-Family malpractice cannot be allowed.

14. Lilly Zhang met the Nevada TWC company's Founder Dr. Liu first time through telephone on September 28, 2000 and had the face to face meetings in October 2000, then was falling in love with Dr. Liu. Lilly Zhang joined the company in 2002, about four years after the Nevada TWC company was founded. Lilly Zhang was not a co-founder of TWC. Using Lilly Zhang suggested name of the dead Ohio company by the TWC's Founder Dr. Liu did not qualify Lilly Zhang as a co-founder of TWC.

15. The dead Ohio Techworld Internationals Group has no value. No money, no intellectual property, no product, and no staff except Weineng Zuo, a jobless man at that time. Although Lilly Zhang first induced Dr. Liu to sign a purchase agreement between Ohio TechWorld Internationals and Nevada Bamboo Research Inc. during that red-hot

loving period and Dr. Liu's life was threatened by Lilly Zhang's then-husband (below in detail), Dr. Liu did not treat that purchase as a business acquisition since the dead company was not under Lilly Zhang's name, as Dr. Liu became aware of that fact in a late time. Therefore, Dr. Liu refused to register in the Secretary of Nevada State as a business acquisition. Rather, it was treated as a name amendment by the NV-TWC's Founder to honor his future wife Lilly Zhang's request on March 19, 2002. Lilly Zhang could cheat the public, but cannot cheat Dr. Liu for this part of the history.

16. For gaining a Co-Founder's title, Lilly Zhang signed the Nevada Company's document (By-Laws of Bamboo Research, Inc.) dated on December 8, 1998 sometime in 2002. That By-Laws were issued long time before Lilly Zhang met the Founder. See Exhibit 5. Clearly, Lilly Zhang's signature indicated a forgery at that time, about 11 years after she got her PhD degree. That original page of the By-Laws actually signed on the 8th of December 1998 by another person, was destroyed by Lilly Zhang, for her benefit, in a very dishonest way.

17. In October 2014, Lilly Zhang and her assistants falsified the FDA's document the 4th time to support her export the China-made products to Vietnam by falsely calling the USA-made products. Her crime was discovered by Mr. Son, the Vietnam distributor and staff when they requested two times for the valid US FDA's certificate for clearing their goods through the Vietnam Customs. The first time Lilly Zhang provided the FDA certificate issued under TWC's updated Milford-Delaware address and the updated product name - NasalCleanse Kit. That certificate was obtained by Lilly Zhang from Dr. Liu in February 2014 after they were to settle the PA-Court filed PFA by Dr. Liu – to prevent Lilly Zhang from “killing all” in writing. At that time, the Judge and two-side attorneys encouraged the two parties to reach a settlement privately. That copy of the original FDA certificate was a gesture from Dr. Liu to do a favor to Lilly Zhang for her to ship the USA-made medical devices to China. However, that updated version of the FDA certificate did not match the China-made old version – nasal rinse starter kit to export to Vietnam. Mr. Son requested for a name-matched FDA certificate. Lilly Zhang, took her easy way as she did before, falsified an old FDA certificate addressed to the old Downingtown, Pennsylvania address. The Vietnam distributor and his staff quickly

realized that it was not a true FDA certificate. After more than two-months endless efforts to contact Lilly Zhang, Mr. Son could not get any response. Lilly Zhang was playing her hiding game. Mr. Son urgently needed to have a valid FDA certificate to pass through the Vietnam Customs' clearance so Mr. Son can sell goods he purchased from TAIDE-China. Since Lilly Zhang abused the name of TWC for exporting the goods made by TAIDE-China, Mr. Son had no choice but to contact TWC's headquarter in Milford, Delaware. Dr. Liu then received Lilly Zhang falsified FDA certificate from the Vietnam distributor's email. See Exhibit 6.

18. To protect TWC's name, Dr. Liu must report what Lilly Zhang did illegally to the US FDA officers. Dr. Liu, as the sole Director for TWC, suggested and got a full vote from the four (4) TWC shareholders to let the Delaware incorporated DrNaturalHealing to acquire the Nevada incorporated TWC, as both were under Dr. Liu's full leadership. The 98%-Yes and 2%-Neutral voting result was received and the acquisition was finalized on March 4, 2015. See Exhibit 7.

19. Lilly Zhang, illegally called an emergency shareholders meeting on April 4, 2015. Three out of 4 TWC shareholders with 98% voting power refused to participate in that illegal meeting. That illegal "emergence shareholders meeting of "TWC" was held on April 4, 2015. The three meeting participants respectively were: (1) Weineng Zuo, Lilly Zhang's first ex-husband who left TWC completely by his will, without any voting shares; (2) Chaoying He, Lilly Zhang's long-time friend who was holding less than 1% voting shares, and he once asked Dr. Liu to support Lilly Zhang's business even she did illegally in his email; and (3) Lilly Zhang herself without any voting power after January 24, 2012. Lilly Zhang issued an illegal meeting minutes by illegally claiming a 50% yes-vote and co-signed in wet-ink by the other two on the same 4th Day of April 2015, which was impossible as Chaoying He was living in the State of North Dakota and he cannot sign in person on that day, to "Immediately remove Dr. Liu from all his current management positions within TWC and its subsidiaries"; and the other illegal decisions as shown in her Exhibit "F." That letter "F" exactly means **False** by a good chance. Lilly Zhang, as she learned from her Father, a murderer and a jailed prisoner, Mr. Jing Zhang, that if the big false story was told again and again, the false story can be

believed by others. Lilly Zhang told many false stories following her father's footsteps, including sending that illegal meeting minutes to many places. That illegal shareholders meeting can never be implemented as it was against the company's By-Laws. Dr. Liu never received that illegal meeting minutes from Lilly Zhang before reading the current case – Exhibit “F”. It was made up by two former shareholders (0 voting shares) and one suspended shareholder with 0.8% voting shares to override the company's decision and procedure in finalization of acquiring TWC by DrNaturalHealing. Lilly Zhang filed the current case by using what they decided illegally on April 4, 2015 was illegal. Again, the falsely-represented and falsely filed Complaint must be denied and dismissed.

20. It is very clear that Lilly Zhang did not repeat what she intentionally and falsely verified statement in the PA Court submitted documents that “it was James Liu who provided her that fake FDA document, then she passed to Vietnam distributor”. In the current case, if what Lilly Zhang verified statement were true, why Lilly Zhang did not let her attorney to make that event as a number 1 important issue against Dr. Liu in this “no stone was unturned lawsuit? Simply enough, Lilly Zhang was not dared to touch that topic as all falsifying procedures, including making that fake FDA document, and then passing it to Vietnam distributor, were all done by herself, and/or with assistant from her relative(s). Since Lilly Zhang falsely and obviously verified the false statements in the court-filed documents in the Pennsylvania and in Delaware Courts, her crimes of perjury and unsworn falsification to authorities will be caught sooner or later. The “Verified Complaint” filed here were full of false statements. Defendants must report all the illegal activities conducted by Lilly Zhang to the criminal court for actions. Lilly Zhang cannot be allowed to freely tell false stories to anyone, particularly to the law enforcement authorities, to defame Defendants and harm consumers.

21. Based on the above facts, Defendants are to file a Motion to demand Lilly Zhang to amend Plaintiff's name as “Lixin Lilly Zhang, a Former Officer of TechWorld Corporation, Inc., a Nevada Corporation. Defendants' names will also need to be amended as:

(1) JAMES ZHOU LIU,

- (2) DRNATURALHEALING, INC., A Delaware Corporation, and Its Subsidiary TechWorld Corporation, Inc. A Nevada Corporation, and
- (3) BASE-PAIR PHARMACEUTICALS, INC. A Delaware Corporation

22. In Defendants' Answer, Defendants must use the special term of Plaintiff-Zhang to specify the actual Plaintiff. Defendants cannot recognize Lilly Zhang as a truthful Plaintiff under the name of TechWorld Corporation - Nevada. Defendants cannot be forced to automatically accept the trap illegally set up by Plaintiff-Zhang for Defendants to argue with himself or itself, TWC. One of the named Defendants is DrNaturalHealing, Inc. DrNaturalHealing acquired TWC with more than 98% Yes-Voting shares from all four shareholders on March 4, 2015. Defendant DrNaturalHealing cannot argue with its Subsidiary TechWorld Corporation, or argue with itself.

GENERAL DENIAL 2 – What Dr. Liu Did Were to Act to Deliver His Fiduciary Duties to Stop Illegal and Unethical Business Conducts by Plaintiff-Zhang

23. Started from January 24, 2012 to now, Dr. Liu has been fully in charge of all US business activities with his supermajority voting shares and the Positions as the Sole Founder, Sole Director, Chairman of the Board of Directors, and Chief Executive Officer of TWC, and its parent company DrNaturalHealing. Under the Delaware State statutory and common laws, Dr. Liu as the Chief Executive Officer for TechWorld Medicals, Inc., DrHealing, Inc, DrNaturalHealing, Inc., collectively, THE US-BUSINESS, and the Sole Board Member, is fiduciary and has acted in accordance with the fiduciary duties of care, loyalty, and obedience for the US Business, as Dr. Liu's entire career-accumulation is in the US Business. Dr. Liu must lead the company against anyone who acted to harm the US business, no matter who is a former employee, or a former officer, such as Lilly Zhang.

In 2012, After Mr. Li Yuguo, Lilly Zhang's then First Deputy General Manager for TAIDE-China, reported to Dr. Liu that he personally observed many unethical business conducts inside of the TAIDE-China's workshop in Taizhou, a city usually with a high humidity. One of these illegal activities was to pack multivitamins in a non-GMP facility to cause heavy mold growth inside of the commercial bottles of multivitamins. The

actual images were delivered to Dr. Liu. Then Dr. Liu asked Plaintiff-Zhang and Weineng Zuo to complete the bottling inside of an USA GMP facility immediately. Purely money driven, Plaintiff-Zhang and Weineng Zuo continued their malpractice in packing these bottles not in USA, rather in Taizhou, China. As a medical professional and PhD in human nutrition, Dr. Liu must take the right and forceful actions against Plaintiff-Zhang's unethical and illegal practice. In addition, after Dr. Liu received that copy of Plaintiff-Zhang falsified FDA certificate from the Vietnam distributor on January 5, 2015, Dr. Liu took the needed actions.

- (1) Led the Company to build DrNaturalHealing name brand by changing the different names of the companies, brands, and website domains to cost-effectively promote Company's interest, and consolidate all US Business' intellectual properties, including trademarks and barcodes into ONE: DrNaturalHealing.
- (2) Consolidated all three federal tax IDs per the IRS Auditor's request, so only one tax ID has been used since May 2014 to file the tax return or for meeting the other requirements from the federal and state government.
- (3) Reported to the US FDA to stop Lilly Zhang 's unethical and illegal business activities; Lixin Lilly Zhang's name must be on the FDA's debar black list.
- (4) Reported to the Chinese CFDA to stop Lilly Zhang 's unethical and illegal business, particularly to stop to renew an importation license for medical devices as she provided the falsified US FDA documents to Chinese CFDA for at least three events. China-CFDA issued the fine and punishment again Lilly Zhang's old TechWorld Corporation on October 27, 2017 (see Exhibit 3).
- (5) Proposed and got all shareholders 98% Yes-Vote to acquire TWC by DrNaturalHealing to prevent any more abuse of the name of TWC by Lilly Zhang.
- (6) Filed two lawsuits in the Superior Court of the State of Delaware to stop Plaintiff-Zhang's unethical and illegal business activities.
- (7) Declared to the public in TWC's website that US TWC did not form any business branch outside of the USA to prevent Plaintiff-Zhang from further damaging US TWC's reputation outside USA, particularly in China.

- (8) Cited in TWC's website what Chinese CFDA issued work order in auditing TAIDE-China's facility after they observed so many wrong doings during a "flying-in" auditing visit.
- (9) Revoked TWC issued authorization to TAIDE-China for them to import the US-made multivitamins by using the licenses issued by CFDA to US TWC.
- (10) Issued the Authorization to the other Chinese Distributors to import these US-made multivitamins by using the licenses issued by CFDA to TWC, to replace Plaintiff-Zhang's TAIDE-China due to their severe unethical business practice.
- (11) Supported the online purchase of NasalCare products worldwide, particularly from China after the Alibaba provided a legal platform to promote international trading activities.
- (12) Filed new application to CFDA to have the importation license for medical devices to replace Lilly Zhang's TAIDE-China due to their severe malpractice.
- (13) Collaborated with the US Border Control Agency to stop Lilly Zhang's illegal shipment from China to USA by violating the US FDA's regulation.
- (14) After the PA Court Order was issued on June 30, 2017, amended the falsely filed TWC's annual list of Officers which was illegally submitted by Plaintiff-Zhang in November 2016.

All above actions taken by Dr. Liu were to meet the requirements as for the company's CEO and Director. Dr. Liu has consistently fulfilled his obligations as the CEO and the Director. Each and all allegations brought in by Plaintiff-Zhang related to what Dr. Liu did above was false, and was denied each time and all the times.

Answer one by One

PARTIES

1. Denied. Plaintiff-Zhang was only a former officer of TechWorld Corporation, Inc. (TWC). TWC was incorporated in the State of Nevada (NV-TWC) by Dr. Liu, the Sole Founder, on November 17, 1998, about two years before Plaintiff-Zhang met the Founder in October 2000. TWC's principle place of business is currently located at 111 McCoy Street, Milford, DE 19963, which was fully relocated from Pennsylvania on July 15, 2012, after Lilly Zhang left TWC on January 24, 2012 by signing the Separation Agreement with Dr. Liu under oath. Although Lilly Zhang's principal place of business is located at 405 E. Marsh Lane, New Port, DE 19804, it is an independent company incorporated by Plaintiff-Zhang in April 2014 as a Delaware domestic company, not a branch of NV-TWC. Plaintiff-Zhang reported to her attorney the untrue information and verified her statement in an act of lying to the Court, same as she repeatedly did perjuries in the PA Family Court and DE Superior Court procedures which are to be pointed in the "Countercomplaint" section, in which Lilly Zhang will be listed as a Counter-Defendant.

2. Denied. Dr. Liu is the Sole Founder, the Sole Director, the Chairman of the Board of the Directors, and the CEO of TWC since January 24, 2012. Lilly Zhang's illegal meeting minutes issued on April 4, 2015 was passed with less than 1% voting-shares during the illegal shareholders meeting which was illegally called by Lilly Zhang. Lilly Zhang's action at that time was to use a strong-offense as a strategy to defend her from being accused by Dr. Liu, after Plaintiff-Zhang falsified the US FDA's document the fourth time, was evidenced by the fake FDA certificate emailed by Vietnam Distributor to Dr. Liu. Plaintiff-Zhang herself admitted that she "pass it to Vietnam distributor" – a clear crime of falsification, in the PA and DE Court-filed documents. This point will be further alleged in the relevant "Falsifying the FDA Documents" section in Countercomplaint.

3. Denied. In the past under the mismanagement of Plaintiff-Zhang before 2012, the three US Businesses' names, domain name and the product brand names were all different, which resulted in the poor brand building for the US business. After a lengthy

discussion by the Executive Team and approved by the Sole Director of the Board Dr. Liu during the non-shareholder meeting time, who also holds 98% voting powder as a shareholder, the name change was first done from TechWorld Medicals, Inc. to DrHealing Inc., after the Management team got an oral agreement for selling his domain name from the owner of www.drhealing.com. However, that person failed to deliver what he promised. The Executive Team members and the Sole Director, and major shareholder then agreed to further change the company's name to be DrNaturalHealing. The domain name and new products' brand name all became DrNaturalHealing. Plaintiff-Zhang expressed her "no" opinion for the name change as an action of obstructing US Business operation after she lost all voting power on January 24, 2012. Lilly Zhang's illegal meeting Minutes issued on April 4, 2015 were full of false information – to be alleged in Countercomplaint. Plaintiff-Zhang hated these improvements Dr. Liu and the Executive team made. Plaintiff-Zhang was no longer a part of TWC starting on January 24, 2012 after she exchanged with Dr. Liu for gaining her sole management power in the Chinese business – Jiangsu Taide Pharma, Ltd. (TAIDE-China).

4. Admitted. However, Plaintiff-Zhang breached the signed 28Jan2013-PMA even before its sign-off, during the sign-off and immediately after sign-off to harm TWC, as pointed out in the PA Court Case. In addition, Base-Pair Pharmaceuticals did not compete with TWC or any US Business entities. It was dissolved one year after its incorporation. Any party has the right to reduce the harmful effects caused by the unethical business conducts by Taide-China. Taide-China is not a part of the US TWC.

JURISDICTION AND VENUE

5. Admitted. However, Plaintiff-Zhang falsely hijacked the name of TWC and falsely acted on behalf of TWC to launch this case illegally, per facts provided in General Denial. She is not an active officer or even an employee of TWC after January 24, 2012.

6. Denied. Plaintiff-Zhang intentionally issued her false claims and falsely acted on behalf of TWC. Defendants would like to take this unique opportunity to thank Lilly Zhang's attorney for bringing the case to this Court so Defendants now have the right

place to defeat Plaintiff-Zhang forcefully, the Defendants need to conduct their business without further obstruction from Lilly Zhang.

FACTUAL BACKGROUND

A . Formation of TechWorld Corporation, Inc.

7. Denied. Jiangsu Taide Pharma in China (TAIDE-China) was not an affiliate of the US TWC. Although Plaintiff-Zhang was repeatedly lying to the public that TAIDE-China was a branch of US TWC by hiding the fact that TAIDE-China was founded by Mrs. Ben Shuzhen (70% shares) and Ms. Zhang Lina (30% shares), two Chinese citizens who were never a part of US TWC., although Mrs. Ben and Ms. Zhang are Plaintiff-Zhang's mother and sister. The Chinese government authorized independent auditing firm conducted the annual auditing and verified that the two shareholders of TAIDE-China were Mrs. Ben and Ms. Zhang. See Exhibit 8. Falsely claiming TAIDE-China as a branch or an affiliate of US TWC was Plaintiff's new act of lying to the Court.

8. Denied. This was a verified false statement no matter how many times Plaintiff-Zhang lied about the real events as recorded by the Secretary of Nevada State, as Defendants clarified in the General Denial section, paragraph 1. Plaintiff was never a co-founder or a majority shareholder of TWC, since she did not invest a single penny to TWC after she got more than \$130,000 from her first divorce in 2003, nor did bring in any intellectual property. She did bring these pieces of wooden furniture into Dr. Liu's house but brought them out after her 2nd husband filed the divorce. She got the position as the top manager after she induced Dr. Liu to love her and she was granted the 25% shares of the TWC per signed the agreements during the red-hot loving period, as TWC purchased Corisen Groups with its total 50% shares, half from Plaintiff-Zhang, and half from Dr. Liu's TWC total shares. Dr. Liu, the sole owner of Corison Group with 3 US PTO granted patents, holding the entire 50% shares for selling Corisen Group to TWC. Therefore, Dr. Liu, as the Sole Founder of TWC and Sole Founder of Corison Group, LLC, has 75% shares in the new TWC. No matter what happened between Plaintiff-Zhang and Dr. Liu before January 24, 2012, Plaintiff-Zhang totally gave up her shares in the US Business (TWC of course was part of the US business) to Dr. Liu after she signed the 24Jan2012 Agreement under oath. The last statement in this section

“Plaintiff-Zhang is also the majority shareholder of TWC” was false, and is against what was stated in the PA Court Order, and is in contempt of the PA Court Order, and was lying to the DE Court.

9. Denied. Same as Defendants stated in General Denial section, and in Answer No. 7 above. Dr. Liu became the CEO and the Sole Director of TWC on January 24, 2012. The newly added “Wuxi Meitai Biotech, Ltd.” was dead after Lilly Zhang used the Wuxi local government’s 600,000-Yuan fund and free-rental space for two years. Plaintiff-Zhang lied about that Wuxi Meitai business relocation from Wuxi to Taizhou. Plaintiff-Zhang cheated all other TWC shareholders by building a Zhang-family business Jiangsu Taide Pharma Lt. (Taide-China) on 31Dec2009 under the full control of her mother (70%) and sister (30%), collectively 100% voting shares. Not one penny from TWC was invested as Taide-China is a pure Chinese domestic company and Taide-China enjoyed many unique supports from the local government, which was heavily influenced by Lilly Zhang’s classmate Sun Zhengcai, a powerful politician (Lilly Zhang proudly called her classmate as the young superstar in politics) who was brought down on July 13, 2017 due to his numerous criminal conducts, including receiving the bribery money for more than \$100 million dollars and having improper sex with more than 100 young women. Lilly Zhang’s Taide-China business got so much favor due to her classmate’s impact to the local government. Plaintiff-Zhang grossly breached her fiduciary duties as a chief executive officer of TWC before 24Jan2012 by using TWC’s name reputation, know-how technology, Dr. Dr. Liu filed patents in China and other accumulated TWC properties to build her Zhang- family empire in Taizhou City, China. In addition, Plaintiff-Zhang on November 3, 2011 wired the \$158,000 fund from TWC bank account to her Zhang-family business bank account in China for faking funding TAIDE-China, but was fully returned to USA in February 2012 to Lilly Zhang’s personal bank account, a crime of embezzlement. Her crime almost caused TWC out of business. How can Plaintiff-Zhang now falsely file a case against Dr. Liu, TWC Founder and the holder of all US patents? Lilly Zhang’s crime in stealing TWC’s fund was reported to the local policemen but due to her high skill of cheating, that case was not filed and pursued by the Commonwealth of Pennsylvania.

B. Mr. Liu's Misconduct and Breach of Fiduciary Duties

Since the title was a false attack to Dr. Liu, Defendants repeated Dr. Liu's name here in the title by suffering further from the pain of bad-trap set up by Lilly Zhang.

10. Denied. Similar to Lilly Zhang's father Mr. Jing Zhang who had 7-years jail sentence in China, Mr. JB Liu was falsely jailed, mainly caused by his then-deputy who was the direct beneficiary in using the money who borrowed. Mr. JB Liu did not borrow and did not use that money from the criminal lender with a monthly interest rate of 30%. Mr. JB Liu was falsely jailed just because he was the legal representative for that company. During the normal living-together days with Dr. Liu, Lilly Zhang, as a sister-in-law, had her sympathy for Mr. JB Liu's unfortunate. However, she used that case as a weapon and tried hard and used as frequent as she could to hurt Dr. Liu, to intentionally cause Dr. Liu a heart attack. From this filed case, the Court can see Plaintiff-Zhang used as many times as possible to paint a dark picture of Dr. Liu and his brother. On the other side, as a sister-in-law for Mr. JB Liu, Plaintiff-Zhang got tremendous benefit from what Mr. JB Liu invested in China R&D of building the whole set of the mold for making NasalCare medical devices, and the refill packets, as well as the commercial package. Without Mr. JB Liu's prior huge investment before Mr. JB Liu was falsely jailed in 2004, Plaintiff-Zhang can never build her Zhang-family fortune. When Mr. JB Liu was out of jail in 2011, he arranged a wholesale deal to a large company to sell Plaintiff-Zhang managed medical devices based on what Mr. JB Liu developed before he lost freedom. Dr. Liu tried hard to bridge this win-win deal. However, Plaintiff-Zhang used her unique superior position to refuse that deal, which caused Mr. JB Liu no income before the Chinese New Year in 2012. Plaintiff-Zhang is an immoral person, period, a conclusion reached by her once-deeply-in-love husband.

It was needed to mention Lilly Zhang's father, Mr. Jing Zhang who heavily influenced his daughter Lilly Zhang, the former chief officer of TWC. Mr. Jing Zhang intentionally killed his patient when he was working in a clinic as a standing physician. Mr. Jing Zhang escaped without punishment from that clinic. However, in a late time, he wrongly expressed his biased ideas against the central government and was jailed for his crime of causing a local instability. Plaintiff-Zhang was the one who delivered foods

to her jailed father for many years as a way to show her then-husband Dr. Liu why she was the most favored daughter for her once-jailed father, and a one-time murder. Plaintiff-Zhang told these historical stories during the red-hot loving period with joy and pride. However, when came to argument with Dr. Liu, she was intentionally and repeatedly using the wrong case of Mr. JB Liu to humiliate Dr. Liu, for more than hundreds of times. Plaintiff-Zhang even insisted to have Mr. JB Liu's name be included in the 28Jan2013-PMA. Lilly Zhang's wrong action was criticized by the Judge in the PA Court Order.

11. Denied. It was a false attack against Dr. Liu. After Alibaba's huge IPO, Chinese consumers had more online purchases from the international market. It is a normal business practice for Dr. Liu and THE US-BUSINESS TWC to sell the NasalCare® products to anyone who ordered online. Many Chinese small businessman and business women bought NasalCare items from then www.drugstoreonline.com very cheaply, to which DrNaturalHealing /THE US-BUSINESS TWC was a supplier. DrNaturalHealing /THE US-BUSINESS TWC asked Drugstoreonline.com to raise its retail price several times, as they sold at very low price. Plaintiff-Zhang was not working in USA and she did not know or pretend not know what happened here at THE US-BUSINESS TWC's headquarter here at Milford Delaware, but rather took an easy approach to blame Dr. Liu for selling the products cheaply to China.

Even if Dr. Liu and DrNaturalHealing/THE US-BUSINESS TWC competed with TAIDE-China business, that would have been a US vs China two-company competition, as TAIDE-China is never a branch or affiliate of THE US-BUSINESS TWC as falsely claimed by Lilly Zhang. Plaintiff-Zhang very skillfully played a cheating game by fooling THE US-BUSINESS TWC shareholders to support her Zhang-family business in China and induced them with covering-their-China trip cost (as a promise). Plaintiff-Zhang never delivered what she promised. It was told by Plaintiff-Zhang that "her blood and soul was for seeking for money." Money was placed at the highest place above all other thing. That's why she used all her skills and tactics, legal or illegal, moral or immoral, to make a huge fortune in China, by falsely using THE US-BUSINESS TWC name.

Plaintiff-Zhang also intentionally shifted the attention of her crime in falsifying the FDA's document the 4th time as discovered by the Vietnam distributor and reported to Dr. Liu on January 5, 2015. The first part of 2015 was a nightmare for Plaintiff-Zhang after her new crime of falsifying the FDA's document was discovered. Dr. Liu's action of forwarding that emailed fake FDA document to the right law enforcement agents was seriously attacked by Lilly Zhang, and her first ex-husband, simply they were the team to have committed that crime together. Even in the court filed document, Plaintiff-Zhang performed a crime of perjury by intentionally and falsely stating that Dr. Liu provided that fake FDA document to her. After the Vietnam Distributor emailed that fake FDA document to Dr. Liu, Plaintiff-Zhang skillfully strategized her hiding and denial approach by falsely blaming Dr. Liu, who filed the divorce on October 7, 2013, almost exactly 12 months ago when Plaintiff-Zhang committed that crime in October 2014. How could a highly educated Dr. Liu would provide an illegal document to his to-be-divorced wife, particularly after suffered many abuses, including being injured by then wife Lilly Zhang. Plaintiff-Zhang was jailed for overnight after the two Pennsylvania policemen observed how severely Plaintiff-Zhang injured Dr. Liu on June 2, 2013.

12. Denied. This is another false attack against Dr. Liu. Forming any company without actual operation never caused any expenditure or resource for the other entity. THE US-BUSINESS TWC's headquarter is always here at 111 McCoy Street, Milford, Delaware after July 15, 2011 under Dr. Liu's direct leadership. Why would Dr. Liu want to cause himself a loss? Lilly Zhang's false attack has no logic.

13. Denied. This is a new false attack against Dr. Liu. From October 2008 to November 2015, Dr. Liu did not have a single China trip. Dr. Liu did not register any company in China during that 8-year-period of time. Dr. Liu cannot be held responsible for anyone else did. This is same as for what Plaintiff-Zhang did by using Dr. Liu's name in China without his notice. One example was that TAIDE-China was paying Dr. Liu a high salary as reflected in TAIDE-China's accounting book per what Lilly Zhang's sister Lina Zhang told Dr. Liu. However, Dr. Liu never received a penny from TAIDE-China. Rather, what were paid to Dr. Liu was used by Plaintiff-Zhang as a free money to conduct her illegal activity, such as buying gift to send her once famous classmate Sun

Zhengcai for gaining his powerful influence on the local Taizhou City officials. That happened. When Dr. Liu reported Lilly Zhang's wrong doing to the Chinese CFDA, CFDA sent the case to its branch in the local Taizhou City. That branch refused to test the ingredient Yellow 5 and sodium bicarbonate inside of Plaintiff-Zhang falsely made NasalCare Refill packet. That two ingredients were not included in the CFDA- approved product. However, Plaintiff-Zhang just added in for her special cheating purse. Due to the falsely reported "unable to detect" from the Taizhou local office of the CFDA, Plaintiff-Zhang escaped from being punished by the CFDA. It is a typical game for Plaintiff-Zhang to pay - money buying favor from any one, including the Chinese Judge who presided Lilly Zhang's case against another medical device manufacturer in the same Jiangsu province, China.

As Dr. Liu could anticipate, Plaintiff-Zhang might report that falsely paid salary to Dr. Liu from TAIDE-China as an evidence for the US IRS to fine Dr. Liu for un-reported income. Plaintiff-Zhang can play the game by confusing the IRS with the she-said he-said approach – which was used by Plaintiff-Zhang when she filed the Court document by falsely stating that the fake FDA document was given to her by Dr. Liu. Even worse, Plaintiff-Zhang could have several brave witnesses from TAIDE-China to launch a false attack against Dr. Liu for that falsely paid salary, or the other issues. Anything could come out from Lilly Zhang's smart brain supplied with the cold blood pumped from her dark heart. This could happen after Dr. Liu read through this baseless and false lawsuit filed to meet at least one purpose of damaging Dr. Liu's reputation.

14. Denied. Same as Plaintiff-Zhang played bad games as pointed out in Answer 13, Dr. Liu cannot be held responsible for anyone did in China as Dr. Liu did not visit China during that time. If any business competed with TAIDE-China, it was not an act to harm US TWC, since TAIDE-China is not a branch of US TWC. Plaintiff-Zhang just used US TWC for gaining special benefits without contributing to US TWC's tax return a single penny from 2011 to 2016. The deleted part "in April 2015 when" in the amended Complaint reflected Lilly Zhang's inner discomfort at that time after her crime of falsifying the FDA's document was discovered by the Vietnam Distributor and forwarded

to Dr. Liu on January 5, 2015, and Dr. Liu took the action to protect his US Business at that time.

15. Denied. Plaintiff-Zhang now added more fire into her false attack weapon by using the serious terms of “illegally” and “intentionally.” As Dr. Liu learned from his colleagues in China import-export monitoring agency, following the Chinese CFDA regulation, the local border control agency treated nasal cleanse pre-mix as a non-classified washing material, like soap. It is not a medical device, not food, not cosmetic. It was not classified as it is very safe for cleanse use. The border control agent instructed the buyer in China to report the major ingredient as the product name – sea salt is the major ingredient. Right or wrong in China, Dr. Liu did not do anything in China and was not responsible for anything happened there. Dr. Liu offered Plaintiff-Zhang this free information for not launching more false attacks. Time is valuable for all and why wasted the Court’s resource and energy for launch these nonsense false attacks due to Lilly Zhang’s lack of the knowledge in regulations from the Chinese CFDA? One more lesson to offer: The US FDA exports had a direct telephone conversation with Dr. Liu and nasal cleanse pre-mix is not treated as a part of the medical device. Plaintiff-Zhang here and now is intentionally manufacturing an artificial jail to put Dr. Liu in based on her biased belief and lack of the basic knowledge in US FDA and Chinese CFDA. Lilly Zhang’s nuclear weapon used here against Dr. Liu is a spoiled piece of food. Who offers it who smells it.

As highly educated as Plaintiff-Zhang was, she misunderstood the difference between sodium carbonate from sodium bicarbonate, and then paid a big money to let her first ex-husband Weineng Zuo to make a huge amount of nasal rinse packets in Tianjin City, China, in a very dirty workshop, by using the illegally added wrong ingredient to make the very poor product in China, but falsely claimed as “Made-in-USA” under the name of the US TWC, to harm numerous consumers. That’s why Dr. Liu asked Plaintiff-Zhang to stop her malpractice. At least no harm is the lowest standard for TWC to offer. But, Plaintiff-Zhang frequently did below the lowest ethical standard in China.

16. Denied. After 24Jan2012, Dr. Liu has the collected authorities previously had by both Dr. Liu and Lilly Zhang, a true supermajority voting power. Also, as defined in both 24Jan2012 and 28Jan2013 agreements, Dr. Liu has all the authorities to act on behalf of any US Business. Plaintiff-Zhang intentionally forget what was defined in these agreements, although these two agreements were signed after Plaintiff-Zhang intentionally had hidden more than 16 million Chinese yuan of the marital property from her then husband Dr. Liu, a repeated criminal conduct. Without any authority to represent US TWC, Plaintiff-Zhang illegally (1) opened a bank account on January 15, 2013 in Downingtown, PA; (2) hijacked the payments to TWC twice from Singapore distributor in February and March, 2013; (3) Embezzled TWC's fund for more than \$70,000 in June and August 2013; (4) transferred the ownership of the Trademark ONE-OK in China from the US TWC to her Taide-China in April 2014; (5) transferred the ownership of the Trademark BiKeLe (鼻可乐) in China from the US TWC to her Taide-China in April 2014; (6) changed the US-TWC's business operation address from 111 McCoy Street, Milford, DE 19963 to 405 E. Marsh Lane, Unit #6, Newport Industrial Park, Newport, DE 19804 in the US Patent and Trademark Office database; (7) altered the list of TWC's officers in the Secretary of the Nevada State in November of 2014, 2015 and 2016. Plaintiff-Zhang is a skillful liar and can act very bravely without respecting any laws.

17. Denied. All sub-entries were false attacks, and all were denied one by one.

(a) Denied. It was signed by then husband for wife to meet the urgent need to complete the bank auditing on that afternoon while Plaintiff-Zhang was in deep sleep in China. The entire case was a \$100 bank give-away gift if anyone opened a new bank account. Unlike Lilly Zhang, Dr. Liu never opened a bank account by himself alone so Lilly Zhang's name was included in that new account. In the past, husband and wife agreed to sign for each other if no negative effect could be caused for the non-present party in light of the frequent international travels, particularly by Lilly Zhang. If Dr. Liu intentionally forged his wife's signature for harming her, why he brought that piece of paper home? That \$100 bank account was closed without any further effect. Plaintiff-Zhang has used this piece of paper for at least 20 times in all kinds of false attacks. As

a matter of fact, it was Plaintiff-Zhang herself forged THE US-BUSINESS TWC's By-Laws by falsely signing the By-Laws dated on December 8, 1998 at a time in 2002. See Exhibit 9. Because Plaintiff-Zhang forged the FDA documents for 4 times, she needed to make a story in this category to paint Dr. Liu to dilute her criminal effect.

(b) Denied. After Plaintiff-Zhang had stolen TWC bank deposit at a total of \$158,000 on November 3, 2011, TWC was seriously lack of fund. That stealing event triggered the two parties to sign the Separation Agreement on January 24, 2012 as a way to stop Plaintiff-Zhang to touch the US business bank account. In exchange, Dr. Liu gave up his marital property in China – such a huge marital property hidden under oath by Lilly Zhang. Because Plaintiff-Zhang cheated Dr. Liu from 16 million Yuan as 1 dollar, Dr. Liu must pay all kinds of bills at the time of almost nothing left in the family bank account nor the US Business bank account. Dr. Liu was under a huge pressure to look for investors. Also, after Dr. Liu learned that Plaintiff-Zhang was planning her new wedding at the 2013 new year holiday, Dr. Liu created an account in www.match.com. A very skillful online dating criminal group targeted Dr. Liu by saying to invest a big money into TWC or buy the US business. Although Dr. Liu did all kinds due diligence checks for her investment into TWC by “using her father left to her,” it was cheated by that criminal group under a fake lady's name. Dr. Liu reported that crime to the related government agencies, included asking FBI for help. The loss was a real big pain for Dr. Liu. It was a bad year after Dr. Liu became very vulnerable financially due to the crime Plaintiff-Zhang committed at the end of 2011. The two criminal women, one was Lilly Zhang, a TWC company inside criminal, the other, an online-dating criminal lady. Dr. Liu reported the full event to the IRS auditors and it was classified by the IRS officers as a true business loss in seeking for business investment. Dr. Liu was a victim for the two different cases, not a criminal, as Dr. Liu did not get any money, rather lost a big money in each case. Plaintiff-Zhang was a criminal, not a victim, as she illegally transferred TWC's business fund to her personal bank account. In this filed case, Plaintiff-Zhang mentioned this criminal case many times. Dr. Liu will use this answer 17(b) to address these false attacks to Dr. Liu for embezzling company's fund.

(c). Denied. Same as explained in above (b). The bad debt classification was approved by the IRS auditor.

(d) Denied. Although the first delivered parts were bad, the supplier replaced these fully, and in more than 50% extra amount, as their gesture to do a long-term business collaboration. Plaintiff-Zhang and her inner secret reporter Weineng Zuo were no longer working for the US Business, they did not know what were happened in a late time. Plaintiff-Zhang just used her false estimate of the business loss to attack Dr. Liu numerous times. The reason for CVS to return the product was due to lack marketing promotion for that brand-new class of the product for preventing asthma by performing nasal irrigation, and little sales happened one year after placing on their shelves. Plaintiff-Zhang falsely attack Dr. Liu by her biased belief, not by the fact.

(e) Denied. Nasal irrigation products were developed by Mr. JB Liu in 1999 and 2000, long before Plaintiff-Zhang visited Mr. JB Liu's newly built facility in China. Mr. JB Liu knew a lot more than Plaintiff-Zhang about how to make a better nasal irrigator. The original pre-mix formula created by using Mr. JB Liu's fund was used by Lilly Zhang's family business in China to make a fortune. It is not hard for them to file any new patents. Lilly Zhang's false attack here was from her poor judgement on who can make a better nasal irrigator.

(f) Denied. Dr. Liu's declaration on www.techworldcorp.com was a fight against the discovered crime committed by Lilly Zhang. After Lilly Zhang's 4th falsification of the FDA's document was discovered, Dr. Liu must take the needed action to reduce the harm from that crime for TWC, same as presented in General Denial, B.

(g) Denied. After Plaintiff-Zhang and Weineng Zuo left TWC, their TWC emails must be stopped for use, particularly to stop their potential criminal activities by using TWC's email addresses. It is a normal business management. Plaintiff-Zhang falsely called the normal business practice as a hijacking.

(h) Denied. TWC is legally a one-director company. Issuing a meeting minutes after the real event, such as signing Plaintiff-Zhang out of US Business (TWC) on January 24, 2012, must be documented with a formal meeting minute. For sure, that

sign-off happened after the two major shareholders seriously discussed at that home address on that day. Lilly Zhang's false attack was due to her lack of basic knowledge of the NV-business laws.

(i) Denied. Plaintiff-Zhang hated Dr. Liu for forwarding her criminal evidences to the FDA officers, or reporting to the other government agencies after her crime was discovered on January 5, 2015.

(j) Denied. Same as explained in above paragraph (i). In addition, Plaintiff-Zhang (1) illegally shipped her China-made products using Dr. Liu's US Business' NasalCare brand to reverse the import-export of medical devices against the US FDA and Chinese CFDA's regulation; (2) illegally used DrNaturalHealing's name and address as shown on the US CBP's letter. Plaintiff-Zhang committed crime but here and now she blamed Dr. Liu for causing problem. Such a liar.

18. Denied. After DrNaturalHealing acquired TWC, any internal business consolidation was a normal activity for the US Business. It was beneficial to consolidate all related business information, including barcode prefix, under one company name. Lilly Zhang, failed to follow through her signed Agreement for fully respecting Dr. Liu's overall authority in managing US Business. She did interrupt and she is continually doing so even the PA Court Order was against her. She needs to read what she signed on 24June2012 and even on 28Jan2013. She has no any right to object Dr. Liu's effect in managing the US business. What she did for falsely sending her ownership-right to GS1 was a gross violation of the signed Agreements. She has no any moral obligation to respect the signed Agreements under oath. Lilly Zhang's obstruction in US Business management cost Dr. Liu and company to purchase another set of the bar code to continue US Business, and wasted a lot resources for the US Business. Her false representation of TWC in the GS1 case was unforgiveable.

19. Denied. The shareholders meeting was called illegally on April 4, 2015 by Plaintiff-Zhang as she lost all voting and managing authority for TWC on January 24, 2012. The meeting and its minutes were illegal as only one shareholder with less than 1% voting shares was eligible for participating in TWC's shareholders meeting.

Particularly, that illegal meeting was held one day after TWC was officially acquired by DrNaturalHealing on March 4, 2015.

20. Denied. This was another false attack based on Lilly Zhang's illegal meeting on April 4, 2015. After January 24, 2012, Dr. Liu has the overall authority to manage the US Business. Plaintiff-Zhang was out of the US Business management. However, she breached the signed agreement to cause all kinds of problems. Her behavior shown at home always expressed at business management. After January 24, 2012, Plaintiff lost all capacity and authority to act on behalf TWC to change the information hosted at the Nevada Secretary of State. She did not once, but as frequently as she had money to "amend" the company's registration information.

21. Denied. Again, after January 24, 2012, Dr. Liu has all authority to act on behalf of any US business entities to manage US business' intellectual properties. Responding to the review questions were done truthfully and factually. The Examiner at the USPTO granted the trademark application. Lilly Zhang, after receiving the 30June2017 PA Court Order, filed her opposition extension twice, to intentionally delay the final registration of the US business trademark. Lilly Zhang's action was a gross violation of the PA Court Order.

22. Denied. After the PA Court Order issued on June 30, 2017 in favor of Dr. Liu, Dr Liu must amend the illegally altered Nevada registration by Plaintiff-Zhang on November 30, 2016. She has no any authority to alter TWC registration. The illegal decision made during the illegal shareholders meeting organized illegally by Plaintiff-Zhang was never accepted by the shareholders with 98% voting power.

23. Denied. Since Plaintiff-Zhang secretly arranged international shipment of the US-Made multiple vitamins to China after the CEO of THE US-BUSINESS TWC revoked the authorization to TAIDE-China, for any more shipments because it was illegal. TAIDE-China's unethical and illegal business practice as alleged by Dr. Liu in the DE Superior Court, had to be stopped by TWC as TWC holds the license for exporting multiple vitamins to China. TAIDE-China was never a party during the process of application. Dr. Liu defended the application in person in Beijing China and obtained these 5 licenses. Plaintiff-Zhang abused these licenses for many years. Dr. Liu acted on

behalf of the US TWC to do the correct exportation to China. TAIDE-China was fired due to its repeatedly performing illegal business activities, and harm millions of pregnant and lactating women and their babies in China with fungi-contaminated vitamin tablets, for too long, too severe. Lilly Zhang's crime in knowingly and willingly to hurt these vulnerable population for a profit.

24. Denied. Dr. Liu's letter was an official letter to inform the Chinese Food and Drug Administration ("CFDA ") to cancel what Dr. Liu previously (2011) issued "Authorization to TAIDE-China for Distributing ONE-OK 5 Products due to Lilly Zhang's illegal and unethical business conducts since 2012. Plaintiff-Zhang bought unbottled multivitamins and shipped these tablets in bulk to her TAIDE's workshop for bottling multiple times. These tablets were contaminated heavily with fungi. When their secret and illegal activities were accidentally discovered by Dr. Liu in August 2015, Dr. Liu filed a law suits in the Superior Court of Delaware to stop their illegal activity. Plaintiff-Zhang lied to mislead the Court by linking their DE case with PA family divorce case in order to continue her unethical and criminal activities. Dr. Liu had to make a decisive decision to cancel his authorization and let the other company to distribute these USA-made multiple vitamins.

25. Denied. Same as stated in Answer 24, Dr. Liu has all the right to issue the official letter to inform the Chinese CFDA to cancel what Dr. Liu previously (2011) issued "Authorization to TAIDE-China for Distributing ONE-OK 5 Products due to Lilly Zhang's illegal and unethical business conducts since 2012.

26. Denied. Dr. Liu has all the right to help the new distributor to sell the US Business made ONE-OK 5 Products after he revoked the previously authorization to TAIDE-China for Distributing the nutritional products due to Lilly Zhang's illegal and unethical business conducts since 2012.

27. Denied. After received no-objection from the current shareholders of the US Business, Dr. Liu has all the right to set up a branch of DrNaturalHealing in China to manage its new business activities in China. Plaintiff-Zhang must face the on-site competition between the US Business and Taide-China, her Zhang-family company.

COUNT I

28. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

29. Denied. As a sole director and Chief Executive Officer of TWC, Dr. Liu has been continually fulfilled his fiduciary duties to the Company and its shareholders since January 24, 2012. What Plaintiff-Zhang called here “before his removal” was an illegal statement. Dr. Liu has been CEO from January 24, 2012 to today. No one has any authority to remove him. Plaintiff-Zhang cannot illegally use the less than 1% vote against 98% vote to remove Dr. Liu from all his management positions.

30. Denied. Plaintiff-Zhang repeated what she falsely alleged in Paragraph 17 all over again, such a waste for the Court’s resource. Dr. Liu has been consistently fulfilling his fiduciary duties, same as listed in General Denial 2, and Answer 17, each subparagraph and there is no need to repeat these already answered false allegations, to save the Court’s time. As a collective denial, all allegations brought by Plaintiff-Zhang here are false.

31. Denied. Indeed, the TWC has suffered huge damage due to Lilly Zhang’s illegal activities by abusing the name and resource of US TWC.

COUNT II

32. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

33. Denied. Same answer as in Paragraph 17. It was Dr. Liu’s responsibilities to stop Lilly Zhang’s unethical business conducts in China, to protect the US TWC’s name and reputation.

34. Denied. Again, since January 24, 2012, it was Dr. Liu’s responsibilities to stop Lilly Zhang’s unethical business conducts in China to harm millions of consumers, to protect the US TWC’s name and reputation, by all means.

35. Denied. The NasalCare trademark and the Company Prefix assets are all US Business’ properties and can be listed in either the subsidiary or the parent company

after the acquisition. It is a normal business practice. Plaintiff-Zhang hated this cost-saving and grossly interrupted the US Business operation.

36. Denied. Dr. Liu must correct Lilly Zhang illegally entered information in the Nevada State, particularly after the 30June2017 PA Court Order was issued.

37. Denied. Same as Answer 17(d). Lilly Zhang lied to the Court again by her partial knowledge of the TWC business operation in late 2013 after her ex-husband left the US Business on July 31, 2013.

38. Denied. Lilly Zhang had another false attack here. It was herself conducted crime by using the name of TWC many times.

39. Denied. Lilly Zhang had another false attack here, and it is a disrespect of the PA Court.

40. Denied. Lilly Zhang lied, as she was not an active officer of TWC. Her entire interest is on her Zhang-family business in Taide-China, and she made money legally and illegally.

COUNT III

41. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

42. Denied. After Lilly Zhang committed crime was discovered by the Vietnam Distributor, Dr. Liu must take all necessary approached to distance US Business TWC from Taide-China.

43. Denied. Same as Answer 42. US TWC is not responsible for Taide-China's unethical business conducts.

44. Denied. Same as Answers 42 and 43. Taide-China is not a part of US TWC.

45. Denied. It was exact right for these US and Chinese government agencies to investigate Lilly Zhang unethical and illegal business conducts after Dr. Liu truthfully reported these facts.

46. Denied. The less money made by Taide-China from doing unethical business, the better.

COUNT IV

47. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

48. Denied. Same as Defendants answer in Paragraph 17 (b). Lilly Zhang has a false attack here due to here misclassification of the event. Her criminal act of stealing TWC's fund with \$158,000 was the root cause of the problem.

49. Denied. Same as Defendants answer in Paragraph 17 (d).

50. Admitted. Indeed, NasalCare trademark and barcode prefix belong to US Business, not Lilly Zhang's Taide-China.

51. Denied. Dr. Liu, as the CEO and Sole Director of TWC after January 24, 2012, has all authorities to manage the US Business, including managing the NasalCare trademark and barcode prefix.

52. Denied. It was Dr. Liu who took all the needed actions against Lilly Zhang's damages after her signed-away from the US Business on January 24, 2012.

COUNT V

53. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

54. Admitted. Indeed, US Business's intellectual properties are under the protection of Dr. Liu.

55. Denied. Plaintiff-Zhang issued another false statement to attack Dr. Liu. Lilly Zhang's bravery in lying and in launching the false attack were the direct results of the influence of her murder-and-jailed father Jing Zhang. Dr. Liu did not transfer any intellectual properties or business secret to any party. Anyone in the world can file their patent applications.

56. Denied. Plaintiff-Zhang issued one more false statement to attack Dr. Liu. Lilly Zhang was skillful in making money unethically, but not good in invention. She was good by adding her name after Dr. Liu wrote the inventions in China. The same way she did for Dr. Liu's book. Lilly Zhang strongly insisted by adding her name after Dr. Liu wrote his first book about the Common Cold. The reason? "The book was related NasalCare business" and she was then the President of the Business before the end of 2011. Such a dominant woman? For the number 2 and number 3 books, Dr. Liu refused to add her name as she did not contribute at all. Lilly Zhang committed a domestic violence by tearing the proof-copy of the book into small pieces and defamed Dr. Liu had an improper relationship with the co-author. Dr. Liu submitted the photos of her violence to the PA family Court.

57. Denied. Plaintiff-Zhang issued one more false statement, as she never knows how to create nor how to protect US TWC's inventions.

58. Denied. Plaintiff-Zhang issued one more false statement, as she biasly treated the other's inventions all from Dr. Liu.

59. Denied. Plaintiff-Zhang must respect PA Court's will and stop misrepresent TWC anymore. Enough lies are enough. What a waste for all the parties!

COUNT VI

60. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

61. Denied. Plaintiff-Zhang lied and misled the US Business shareholders and Chinese consumers by stating that Taide-China was a branch of the US TWC. These unethical business conducts in by Taide in China damaged US Business TWC's name and reputation. Any actions taken on behalf of the US Business against Taide-China were justified, including forming Base-Bair Pharma in China to reduce the harm caused by Taide-China.

62. Denied. Lilly Zhang was in contempt to the PA Court again by falsely stating Dr. Liu had no authority in managing any US business entities, including TWC.

Changing TWC's information in the Nevada State was illegally done by Lilly Zhang several times after January 24, 2012. These illegal changes must be corrected by Dr. Liu.

63. Denied. US Business name and resources were abused by Lilly Zhang to benefit her Zhang-Family business – Taide-China, then damaged US TWC's reputation.

COUNT VII

64. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

65. Denied. Here again, Lilly Zhang falsely attacked Defendants by her self-made up stories. Dr. NaturalHealing has all right to consolidate its intellectual properties under Dr. Liu's leadership.

66. Denied. Lilly Zhang repeated her false attacks to waste the Court's resource, which is a disrespect to the Court.

67. Denied. It is the time for Lilly Zhang to pay for her intentional damage to the US Business' reputation.

COUNT VIII

68. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

69. Denied. Lilly Zhang misclassified the events, and lied about the nature of the actual events, and is a repeat act in misleading the Court.

70. Denied. Lilly Zhang ignored the PA Court Order to falsely claim that Dr. Liu acted without authority. Lilly Zhang intentionally misleading the Court by mixing the TAIDE-China with US Business entity was a contempt of the Court.

71. Denied. Lilly Zhang's false statements submitted to the PA Court were denied by the PA Court, and will be denied now by the DE Court.

COUNT IX

72. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

73. Denied. By hijacking TWC's name to file a false claim is criminal and punishable. All US Business Entities' properties are under the full management of Dr. Liu after he gained the super majority voting power on January 24, 2012. Lilly Zhang ignored the power of the PA Court and was to mislead the DE Court here by listing these items dishonestly.

74. Denied. Filing a false claim can never win.

75. Lilly Zhang is under a powerful pressure to cause trouble in USA as her classmate Sun Zhengcai in China was brought down due to his multiple criminal conducts. This case reflected Lilly Zhang's desperate by lying and launching her multiple false attacks to further interrupt the US Business' normal operation.

COUNT X

76. Defendants state and reincorporate their statements in preceding paragraphs hereof by reference into this count as if fully recited herein.

77. Denied. Lilly Zhang cheated the US TWC's shareholders by labeling her Zhang-family business as the branch of the US TWC then conducted many unethical business activities in China to cause TWC suffer. Here and now, she tried to mislead the DE Court by mixing her Zhang-family business Taide-China with US TWC. Any actions taken by Dr. Liu to suppress Zhang-family business Taide-China for conducting unethical business were justified.

78. Denied. Lilly Zhang lied. Mr. JB Liu in China never involved in the ONE-OK nutritional products. Taide-China's exclusivity in distributing ONE-OK product was cancelled by Dr. Liu due to the unethical and criminal conducts committed by Zhang-family business Taide-China. Purely for more profit, they bottled the bulk-tablets of these multivitamins in a workshop with a high humidity to encourage fungi growth on the tablets during the month-long storage and national distribution by Taide-China.

79. Denied. Dr. Liu has all the needed authorities to consolidate the intellectual properties within his US Business entities. Lilly Zhang repeated her disrespect of the PA Court and mislead the DE Court by falsely stating that Dr. Liu has no authority to do so.

80. Denied. Dr. Liu has all the authorities to correct Lilly Zhang criminally entered information in the State of Nevada. Lilly Zhang's false attack to Dr. Liu here was the new evidence of her contempt of the PA Court.

81. Denied. Dr. Liu has continually held all the top titles in managing all US Business entities since January 24, 2012. Lilly Zhang's false attack to Dr. Liu here was another evidence of her contempt of the PA Court.

82. Denied. Dr. Liu's gained his top titles in managing all US Business entities on January 24, 2012. No matter how Lilly Zhang lies, Dr. Liu is in full control of the US business started on January 24, 2012, particularly after the US Business totally relocated from PA to DE on July 15, 2012 to 111 McCoy Street, Milford, DE 19963.

83. Denied. Lilly Zhang had two big losses so far in 2017. One was that the PA Court denied her false petition in USA so she cannot use the US Business as her tool to cheat millions of Chinese consumers through her Zhang-family business Taide-China; the other, her powerful criminal classmate Sun Zhengcai was falling down in China. Lilly Zhang cannot make a huge profit by doing her unethical business freely any more in China. Here and now, she exercised her financial power gained from hiding the marital properties illegally and from doing unethical businesses in China and in USA, to file a fraud case to interrupt Dr. Liu's US Business. It is very clear that a fake branch of the US TWC – Taide-China represented by Lilly Zhang is reaching her criminal goal by falsely filing the current case against the actual US Businesses and their leader, Dr. Liu, mainly, by lying to the Court, by misstating many historical facts, by misclassifying many events, by cheating millions of consumers in China, by hijacking the name of the US Business Entity TWC, by misrepresenting TWC, by ignoring the PA Court Order, by misleading the Court of Chancery of the State of Delaware. Therefore, her Complaint must be denied and dismissed in favor of the US justice, in favor of the innocent Defendants, in favor of the Delaware Business – DrNaturalHealing, against the fake US TWC's branch, Taide-China.

WHEREFORE, Defendants respectively request that the Court deny each of all false claims, and punish Lilly Zhang for her to falsely filing this case illegally on behalf of the US Business entity – TechWorld Corporation, Inc.

AFFIRMATIVE DEFENSES

First Affirmative Defense

Each and every claim or cause of action is barred in whole or in part for lying to the Court of Chancery for her top management titles and majority shares in the US Business Entity – TechWorld Corporation within three months after the Pennsylvania Family Court struck down Lixin Lilly Zhang’s false petition on June 30, 2017.

Second Affirmative Defense

Each and every claim or cause of action is barred in whole or in part by the doctrine of falsified statements about Dr. Liu’s authority in managing the US Business throughout the filed Complaint in light of the PA Court Order issued on June 30, 2017.

Third Affirmative Defense

Each and every claim or cause of action is barred in whole or in part because Lilly Zhang misrepresented the US Business TechWorld Corporation as she has no any legal authority to launch a legal case against any of the US Business Entities after she signed herself away from all US Business Entities on January 24, 2012.

Fourth Affirmative Defense

Each and every claim or cause of action is barred in whole or in part because the actions taken by Defendants were normal business activities in consolidation of the US Business’ properties.

Fifth Affirmative Defense

Each and every claim or cause of action is barred in whole or in part because the actions taken by Defendants were to stop Lixin Lilly Zhang's Jiangsu Taide Pharma Ltd. in harming millions of Chinese consumers falsely under the name of US Business – TechWorld Corporation.

Sixth Affirmative Defense

Each and every claim or cause of action is barred in whole or in part because the claims at issue are deceptive and do have the tendency to mislead the Court.

Seventh Affirmative Defense

Each and every claim or cause of action is barred in whole or in part because the alleged events were intentionally misclassified and fabricated by Lixin Lilly Zhang.

Eighth Affirmative Defense

Each and every claim or cause of action is barred in whole or in part because the Chinese business Jiangsu Taide Pharma Ltd. was not a branch of the US Business no matter how many times Lixin Lilly Zhang lied about that.

WHEREFORE, Defendants pray:

- 1) That the Court enter judgment dismissing Lixin Lilly Zhang and her Jiangsu Taide Pharma, Ltd. the actual Plaintiff, and their Complaint in its entirety, with prejudice;
- 2) That the Court enter judgment barring Lixin Lilly Zhang from acting on behalf of TechWorld Corporation in doing any business, with prejudice;
- 3) That the Court order Lixin Lilly Zhang to change back what she altered the ownerships of the trademarks under the name of TechWorld Corporation, Inc. after January 24, 2012 with prejudice;

4) That the Court award Defendants and their attorneys' fees, costs and expenses; and;

5) That the Court grant Defendants Dr. Liu and DrNaturalHealing, Inc. such other and further relief as the Court deems just and proper.

VERIFIED COUNTERCOMPLAINT

Defendants and Counterclaim Plaintiff, Dr. Z. Liu, DrNaturalHealing, Inc. and Its Subsidiary TechWorld Corporation, Inc. ("Defendants" or "Counterclaim Plaintiff"), by and through their legal counsel, Mr. David L. Finger, Esq., hereby allege for their counterclaims against Plaintiff and Counterclaim Defendant, Lixin Lilly Zhang, President, Jiangsu Taide Pharma, Ltd. ("Plaintiff" or "Counter-Defendant"), as follows:

THE PARTIES

84. Defendants and Counterclaim-Plaintiffs are doing business in the State of Delaware, and Dr. Liu is the current Sole Director and CEO for DrNaturalHealing, Inc, and its subsidiary TechWorld Corporation, Inc. at 111 McCoy Street, Milford, DE 19963.

85. Plaintiff and Counterclaim-Defendant Lixin Lilly Zhang is President of Jiangsu Taide Pharma, Ltd. in China, and she rented a facility at 405 E. Marsh Lane, Unit #6, Newport Industrial Park, Newport, DE 19804. Counterclaim-Defendant was a former officer of TechWorld Corporation Inc. from February 2002 to January 2012.

JURISDICTION & VENUE

86. Jurisdiction resides in this Court pursuant to Title 10 Del. C. §341.

87. Venue lies before the Delaware Court of Chancery inasmuch as Counterclaim-Plaintiffs claim invoke the Court's equitable jurisdiction and seek, in whole or in part, relief of an equitable nature.

88. This Court has subject matter jurisdiction over the matters alleged by Counterclaim-Plaintiff against a former officer of TechWorld Corporation, Inc., a subsidiary of DrNaturalHealing, Inc., a Delaware incorporated company operated in Milford, Delaware, one of the named Defendants.

89. Defendants incorporate herein by reference paragraphs 1 through 88 above, and allege:

BACKGROUND

90. Counterclaim-Plaintiff Dr. Z. Liu, MD, PhD ("Dr. Liu") solely founded Bamboo Research, Inc. in the State of Nevada on November 17, 1998, with 100% voting shares and served as the Sole Director, President, Treasurer and Secretary from November 1998 to February 2002.

91. Dr. Liu and Plaintiff-Zhang met the first time via telephone on September 28, 2000 after introduced by a mutual friend. At that time, Plaintiff-Zhang was a full-time employee working for The Procter & Gamble Company, Cincinnati, Ohio (from April 1997 to January 2002). The two fell in love very quickly and promised to marry each other on October 20, 2000. Plaintiff-Zhang dreamed to have a full-time employed husband who could earn a high salary to support family living and fund family business so she could fly easily to China to do business and meet her family. Dr. Liu then fit her need perfectly after Dr. Liu was employed by the Johnson and Johnson Company in Massachusetts starting in February 2002.

92. In January 2002, Plaintiff-Zhang left P&G without new income. Dr. Liu flight from Boston, Massachusetts to Cincinnati Ohio in February and March to meet Plaintiff-Zhang to sign a few agreements, then Dr. Liu let Plaintiff-Zhang to serve as the new President of the name-amended company, TechWorld Corporation, Inc. and a Director. Dr. Liu then held the positions as the Director, Vice President, Treasurer and Secretary.

The two married in November 2004 in Pennsylvania, but the management positions were unchanged till January 24, 2012.

93. After twelve years knew each other and married for eight year, Dr. Liu and Plaintiff-Zhang signed a Separation Agreement under oath by dividing their marital business properties as “US Business belongs to Dr. Liu” and “China Business belongs to Lilly Zhang” and the two managed his or her business independently since that day.

94. Under Lilly Zhang’s repeat requests made in January 2013, Dr. Liu and Plaintiff-Zhang signed a “Post-Marriage Agreement” on January 28, 2013 (“2013-PMA”) but the “US Business belongs to Dr. Liu” and “China Business belongs to Lilly Zhang” was largely unchanged.

95. Dr. Liu submitted the divorce case to the Pennsylvania Family Court (“PA Court Case # 2013-09880-DI”) on October 7, 2013. Plaintiff-Zhang submitted her Petition to enforce the 2013-PMA on October 2, 2015. Dr. Liu submitted his Motion to set aside the 2013-PMA on May 25, 2016.

96. From October 2, 2015 to June 30, 2017, the PA-Court conducted three day-long hearings. The PA-Court Order issued on June 30, 2017 denied Lilly Zhang’s Petition for having major shares of the US Business and other requests, and Dr. Liu’s Motion to set aside of the 2013-PMA was granted. The key reason for the Court to make the decision was that the Court agreed with Dr. Liu’s discovery that Plaintiff-Zhang had hidden her marital business assets in China from more than 16-million Yuan (more than \$2.5 million US Dollars) either as \$1.00 (24Jan2012-Separation Agreement) or \$0.3 million (2 million Yuan, 28Jan2013-PMA).

A. Cheating Activities Conducted by Dr. Lilly Zhang, President, Jiangsu Taide Pharma, Ltd. from December 2009 to October 4, 2017.

97. Plaintiff-Zhang cheated Dr. Liu and other shareholders of TWC when she set up Jiangsu Taide Pharma, Ltd. in Taizhou, Jiangsu Province, China (Taide-China) on December 31, 2009. First, she cheated Dr. Liu by letting Dr. Liu to transfer his two Chinese patents’ ownership to Lilly Zhang’s younger brother Liwen Zhang. Then Liwen Zhang yielded his patent right to their mother Mrs. Shuzhen Ben. Mrs. Shuzhen Ben

was the 70% shareholder for Taide-China, and Lina Zhang, Lilly Zhang's 2nd elder sister, was 30% shareholder for Taide-China. Instead to set up a US-TWC's branch in China, they formed a real Zhang-Family business! Exhibit 11 was the auditing firm's annual auditing report to verify the ownership of Taide-China, the two Chinese citizens. The US TWC has "0" ownership for Taide-China. However, Plaintiff-Zhang always cheated all other TWC shareholders by stating that Taide-China was a branch of the US TWC. As Plaintiff-Zhang told Dr. Liu in a late time (March 2012), it was set up as a 100% Chinese domestic company in order to receive many benefits from the Chinese government.

98. On November 3, 2011, about two years of setting up Taide-China, Lilly Zhang, President for Taide-China, cheated Dr. Liu to wire-transfer \$158,000 from US TWC bank account to her Zhang-family Taide-China's bank account, to "meet the requirement of fully funding Taide-China" and left the US Business TWC bank account with only \$1280. It was hard for Dr. Liu to continually manage the US Business. However, no single penny was used to fund Taide-China as it was a 100% Chinese domestic company, and foreign money was not allowed to fund that Taide-China. The entire \$158,000 was wired back to USA to Lilly Zhang's one-person's private bank account. No matter how Dr. Liu suffered and asked, she refused to transfer that fund back to TWC bank account. Lilly Zhang's act was an embezzlement and caused TWC almost to a full stop.

99. Lilly Zhang, President for Taide-China, and for US TWC in 2011, committed that embezzlement with \$158,000, which was unacceptable. Her cheating act triggered Dr. Liu and Plaintiff-Zhang to sign the Separation Agreement under oath on January 24, 2012. Since then, "the US Business belongs to Dr. Liu" and "the Chinese Business belongs to Lilly Zhang," and each managed his or her business independently since then.

100. On December 7, 2011, while Plaintiff-Zhang still carried the title of the President of TWC, and President for Taide-China, she ordered to alter the FDA certificate issued to TWC by adding "**Models: 240 ML/3.5G & 180 ML/2.7G.**" Her loyal first ex-husband Weineng Zuo listened to her and falsified the FDA Certificate No. 433-

1-2011. That fake FDA certificate, along with the previously falsified FDA 510K letter bearing Lilly Zhang's handwriting, were submitted to the Chinese CFDA, and Plaintiff-Zhang obtained the renewed importation license for NasalCare medical devices to make multimillion dollars for the next four years. The listed products in the Chinese CFDA's website showed the "**240 ML/3.5G & 180 ML/2.7G**" but not shown in the original US FDA certificate.

101. In October 2014, Lilly Zhang, the President for Taide-China alternated the content of the FDA certificate and provided that fake FDA certificate to a Vietnamese distributor, under the name of TechWorld Corporation, a US Business Entity, after left the TWC for more than 2 years and 9 months. That falsified FDA certificate was first identified by the Vietnamese distributor, Mr. Son, and he then emailed to Dr. Liu on January 5, 2015. **Exhibit 12.** Counter-Defendant committed a crime under the name of an innocent US Business Entity TWC.

102. As stated by the Vietnamese distributor, those medical devices were shipped directly from China to Vietnam, not shipped from USA to Vietnam. Counter-Defendant Lilly Zhang claimed that these products were made in USA by TWC, and used the FDA issued updated free-sale certificate to support her products packed with the package bearing the outdated label, which was made and used by Counter-Defendant in the Chinese market only. Counter-Defendant lied about the product's true origin by abusing the name of an innocent US Business Entity TWC.

103. After Counter-Defendant's crime was discovered by the Vietnamese distributor and his staff, they discontinued to do business with the US TWC, to cause Defendants' US business permanently lost at least \$600,000 annually.

104. Counter-Defendant conducted a number of unethical business activities falsely on behalf of the U.S. Business TWC without Defendant's knowledge or consent. Counter-Defendant secretly purchased bulk multivitamins to be bottled in China to take the known risk of causing heavy fungi contamination, dishonestly used the old address of the U.S. Business TWC in Downingtown, Pennsylvania in September 2013, more than 12 months after TWC fully relocated to Milford, Delaware on July 15, 2012.

105. Counter-Defendant materially hijacked the US TWC's business fund as evidenced on February 4, 2013 (Exhibit 13) to Plaintiff-Zhang illegally opened bank account on January 15, 2013 falsely signed as "**President, TWC,**" after she signed the 24Jan2012 Separation Agreement one year ago and lost all management title for TWC. As shown in the wire-transfer evidence, US TWC's business address was false as provided by Plaintiff-Zhang to the Singapore Distributor.

106. Plaintiff-Zhang physically injured Dr. Liu, the US Business CEO on June 1, 2013 during a domestic violence which resulted in Defendant's face to bleed profusely. Consequently, Dr. Liu could not go to work to manage US Business for a few days. Plaintiff-Zhang was arrested by the two police officers and stayed in jail for an overnight.

107. While Dr. Liu could not go to US TWC manage business, Plaintiff-Zhang as Taide-China's President, instructed her loyal ex-husband to ship a full ocean container of goods made or bought by the US TWC to Taide-China secretly. Plaintiff-Zhang and her ex-husband conducted another embezzlement in the first week of June 2013 to hurt US TWC.

108. In August 2013, Plaintiff-Zhang as Taide-China's President, instructed her employee in Taide-China to wire-transferred the "payment" to the US TWC \$70,190.54 to her illegally opened bank account on January 15, 2013 by using her ex-husband's private apartment as the US TWC's office address, which was about one mile away from the actual US TWC business address at 111 McCoy Street, Milford, DE 19963.

109. Plaintiff-Zhang as Taide-China's President, instructed her accountant and cashier in Taide-China to pay Dr. Liu monthly as the R&D Chief. Dr. Liu never received any penny for the last 6 years from Taide-China. All these fake payments were freely used by Lilly Zhang, Taide-China's President, to bribe the Chinese officers.

110. Lilly Zhang, Taide-China's President, falsely attempted in 2015 to reinstate her ex-husband's ownership interest in the U.S. TWC after Dr. Liu, the Sole Director of TWC granted her ex-husband's will for not carrying the US Business' liability for being a US business shareholder in 2009. At that time, her ex-husband totally destroyed his TWC stock certificate in front of Dr. Liu and Plaintiff-Zhang in their family room, as his

true expression for not a TWC shareholder. Plaintiff-Zhang and her ex-husband paid Ms. Michele D. Allen, Esq. to send an attorney's letter to Dr. Liu on January 30, 2015 to request for reinstating Lilly Zhang's ex-husband's ownership interest in the U.S. TWC. After Dr. Liu sent that attorney a letter on February 3, 2015, Ms. Michele D. Allen, Esq. discontinued to represent Plaintiff-Zhang and her ex-husband.

111. Plaintiff-Zhang secretly copied personal and business documents from Dr. Liu's laptop computer that were later used to not only harm the U.S. Business but also harm Dr. Liu personally, in collaboration with her ex-husband, by sending Dr. Liu's private documents to the worldwide email addresses as a severe harassment to Dr. Liu, since Dr. Liu reported their crime in falsifying the US FDA's document as newly discovered on January 5, 2015.

112. Lilly Zhang, Taide-China's President, from time to time without Dr. Liu's knowledge arranged for bulk productions of multiple vitamins, including pre-natal vitamins, in the United States for shipment to China, which departed from the China Food and Drug Administration (CFDA) issued importation license to TWC which required the USA-Made products must be totally made and primarily bottled in USA, have caused a direct detriment of Defendant's U.S. business TWC.

113. Related to Paragraph 112, Lilly Zhang, Taide-China's President, asked her employees in China to have bottled these pre-natal vitamins in the poor facility with high humidity in China to the detriment and huge liability of US Business TWC in harming these pregnant women and lactating women in China. Many Chinese pregnant women provided evidence to show heavy fungal growth in these prenatal vitamin tables.

Exhibit 14.

114. Lilly Zhang, Taide-China's President, grossly violated what she signed agreements under oath on January 24, 2012 and January 28, 2013, without any voting power as a former officer, by illegally calling an emergency shareholders' meeting for the U.S. TechWorld Corporation on April 4, 2015.

115. Lilly Zhang, Taide-China's President, illegally issued the meeting minutes after that illegal emergency shareholders' meeting for the U.S. TechWorld Corporation

on April 4, 2015 to defame Dr. Liu with all false claims. See her Exhibit “F”. This letter “F” truly means False here.

116. Lilly Zhang, Taide-China’s President, illegally decided with less than 1% voting shares to remove Dr. Liu from all management positions for the TWC on April 4, 2015. See her Exhibit “F”. This letter “F” truly again, means False here.

117. Lilly Zhang, Taide-China’s President, has materially damaged the US Business reputation by opening a poor manufacturing facility in Newport, Delaware under the name of TechWorld Corporation without Dr. Liu’s approval.

118. Lilly Zhang, Taide-China’s President, has materially damaged the US Business TWC by poorly recording the processes of how to make the medical device in that Newport facility under the name of TechWorld Corporation without any written standard operation procedure to have caused a direct detriment of Defendant’s U.S. business reputation. The poor records were discovered by the senior FDA auditor from March 2-15, 2015. That FDA document was submitted to the PA- Court but Plaintiff-Zhang denied for her act in damaging the US TWC’s reputation.

119. As the FDA auditor discovered, the poor medical device manufacturing facility in Newport Delaware under the name of TechWorld Corporation was without the needed management supervision at all. Lilly Zhang, Taide-China’s President, caused a direct detriment of Defendant’s U.S. business reputation intentionally.

120. Lilly Zhang, Taide-China’s President, grossly violated what she signed agreements under oath on January 24, 2012 and January 28, 2013, falsely acted as the “President, US TWC”, purely written in Chinese, to issue a long-term authorization letter to Taide-China for herself to sell the USA-TWC made medical devices till 31Dec2020, about 4 years beyond the Chinese CFDA issued valid term-license to US TWC. See Exhibit XX. That letter was signed by Plaintiff-Zhang and the right side was added the red seal of Taide-China. At that time, she knew that Dr. Liu could not issue that kind of authorization letter any more. She just went ahead to make a fake authorization letter.

121. Plaintiff-Zhang has materially injured the US Business by falsely filing a claim of her management authority in managing US TWC Business in March 2015 to

GS1 US, Inc. using an expired old business address of TechWorld Corporation in Pennsylvania. Lilly Zhang's false claim caused a suspension of the barcode prefix, which was direct detriment of Dr. Liu's U.S. TWC business operation and significant lost in invent.

122. Lilly Zhang, Taide-China's President, inappropriately logged into the Nevada State website in November 2014 by identifying herself as the Secretary, President and sole Director of TechWorld Corporation, Inc. after she signed her away from the US Business on January 24, 2012 and again, on January 28, 2013.

123. Lilly Zhang, Taide-China's President, falsely identified Jiangsu Taide Pharmaceuticals Ltd., a 100% domestic business in China, as a branch of the US Business TechWorld Corporation, to damaging US TWC's reputation as she conducted so many unethical businesses in China.

124. Plaintiff-Zhang lied and cheated the Commonwealth of Pennsylvania by falsely hiding her Pennsylvania residential address, falsely and secretly relocating hers and Dr. Liu's PA residential address to her ex-husband's private apartment in Milford, Delaware, for the purpose of avoiding pay any tax to Pennsylvania when she bought a brand-new Mercedes Benz S550 in March 2014 in Delaware, fully paid with the cash hijacked from US TWC Business. The Commonwealth of Pennsylvania lost about \$5000 revenue due to Lilly Zhang's one cheating act in 2014.

125. Lilly Zhang, President of Taide-China, has materially damaged the US Business TWC's reputation by transporting these used or poorly made medical devices in China to USA in August 2015, after using her Taide-China's buying-through-border-exam illegal approach to by-pass the Chinese Customs Border Protection Agency's exam, to smuggle into her facility in Newport, Delaware. That buying-through-border-exam illegal approach was repeated as written in their private email communications among Lilly Zhang, her sister and her ex-husband. By her ex-husband's carelessness or his will, he copied their email-chain communication to Dr. Liu in August 2015. Their criminal record written in Chinese is in the US TWC file and is available for the law enforcement agency to use.

126. Lilly Zhang, President of Taide-China, has materially damaged the US Business DrNaturalHealing's reputation by transporting these medical devices made in China to USA in October 2015. Dr. Liu and Staff received a surprising registered letter issued on March 21, 2016 addressed to Dr. Natural Healing at 111 McCoy Street, Milford, DE 19963 from the U.S. Customs and Border Protection. DrNaturalHealing "had a Seizure Case Number 2016-1303-000139-01." See Plaintiff's Exhibit "D". The letter "D" there means "**Deceive**" as the evidence was against Lilly Zhang's Taide-China, but she used here to falsely against Dr. Liu, and his US Business. Without much investigating, Dr. Liu thought it must be illegally done by Lilly Zhang, President of Taide-China. Surely it was. When Dr. Liu and his attorney met Plaintiff-Zhang and her attorney at her attorney's West Chester, PA office to negotiate a possible settlement for her petitioned case, Plaintiff-Zhang admitted that the CBP seizure case was hers. Plaintiff-Zhang was very brave in cheating the CBP and was brave in admitting what she did in the law-firm's office.

127. Lilly Zhang, President of Taide-China, shipped the products made in China to USA in October 2015, self-reported to this Court in her Complaint Paragraph 17 (h) against the right direction of import & export, which should be exported from USA to China, not illegally in the reversed direction.

128. Lilly Zhang, President of Taide-China, illegally transported these poor and returned medical devices made in China to USA in October 2015, as reflected in their private email communication in August 2015 (Exhibit 14).

129. The CBP seized the Taide-China made medical devices due to Lilly Zhang's and her sister's crime. However, in her Complaint Paragraph 17 (h), Plaintiff-Zhang falsely and intentionally blamed Dr. Liu for causing her in trouble for that CBP seizing.

130. Lilly Zhang, President of Taide-China, illegally transported these medical devices made in China to USA in October 2015 and seized by the US CBP, but she falsely and intentionally blamed Dr. Liu in her Complaint Paragraph 17 (h) for Dr. Liu annually updated DrNaturalHealing's information in the US FDA's registration system.

131. Plaintiff-Zhang registered her independent company in the State of Delaware by using the same business name of Dr. Liu's US Business Entity, TechWorld Corporation, Inc. (TWC), to intentionally cause confusion with the existing TWC in DE since July 2012. But for at least two years, this TWC-DE did not file tax return as it has not federal tax ID number. Lilly Zhang is a skillful liar in cheating the US IRS.

132. If Plaintiff-Zhang registered to the FDA at the end of 2014, she would not rely on Dr. Liu's US Business name and address to claim her goods from the CBP. However, she failed to register her Newport-DE facility with the US FDA but blamed Dr. Liu for him to complete the required annual update of the medical device registration. What a spoiled actress!

133. Lilly Zhang, President of Taide-China, illegally transported these medical devices made in China to USA in October 2015 and seized by the US CBP, self-reported to this Court in her Complaint Paragraph 17 (h), failed to register her Delaware registered a new company in April 2014 "TechWorld Corporation, Inc. TWC" with the US FDA. If she did register her facility at the end of 2014, her international transportation should be addressed to her DE-Newport address with her "TWC," not to Dr. Liu's DrNaturalHealing in Milford, DE. The statement made in her Complaint Paragraph 17 (h) seemed like a bad kid's action of habitually blaming others no matter what.

134. After reading Lilly Zhang's Complaint, Dr. Liu could calculate that, although Lilly Zhang's group in August 2015 using the buying-through-border-exam illegal approach to cheat China's CBP, but they were caught by the USA's CBP in October 2015. Plaintiff-Zhang was very brave illegally to risk of being seized by the two countries' CBP. For sure, that was not their first time of their criminal conduct. However, Lilly Zhang, President of Taide-China, did not learn a lesson from her criminal calculation, but rather, blamed Dr. Liu for causing her that loss to the CBP in the total amount of \$9,329.01. What a bad and brave liar! How can she be so brave to use her criminal act to blame Dr. Liu and to mislead the Court?

135. Lilly Zhang, President of Taide-China, abused the trademark of Dr. Liu's US Business NasalCare®, to label what she made medical devices in China. NasalCare® trademark can only be used by Dr. Liu's US Business to label the USA-made medical

devices. That trademark abuse was recorded in the CBP's letter dated on March 21, 2016.

136. After the US CBP questioned why NasalCare® was printed on these products seized at the end of March 2016, Dr. Lilly Zhang quickly logged in to the US Patent and Trademark Office database by using Dr. Liu's US Business inside information to hijack the NasalCare® to her Newport-DE address, which was unrelated to the US Business TWC's historical NasalCare® at all.

137. After hijacking Dr. Liu's US Business TWC's NasalCare®, Plaintiff-Zhang cheated the US CBP and finally obtained what she illegally shipped NasalCare products in the reversed direction to USA. Her first ex-husband Weineng Zuo then did a cosmetic re-pack for these poor medical devices in her Newport-DE facility, then "exported back to China as the USA-made medical devices," to give her 10-times more China-made the same devices an overall label – all devices were made in USA. What a skillful liar!

138. Lilly Zhang, President of Taide-China, cheated the TWC's senior officer and major shareholder Dr. Liu that in recent years she met many times with Sun Zhengcai, a top-ranked powerful politician in China, based on the history of they were educated together for three years in China from 1983 to 1985, on behalf of the US Business TWC, as a way to show off her special power of her network in China. Dr. Liu late became aware that Lilly Zhang's ex-husband gave her, then she brought many Viagra pills from USA to China as the best gift to the politicians, such as Sun Zhengcai.

139. Lilly Zhang, President of Taide-China, cheated the TWC's senior officer and major shareholder Dr. Liu that she had several business dinners with Mr. Jiang Feng, the First Deputy Director of China Association for Medical Devices Industry, on behalf of the US Business TWC, as a way to show off her special social skill.

B. Lixin Lilly Zhang Performed Bribery in China Falsely Acted on Behalf of the US Business – TechWorld Corporation, Inc. in Damaging the US Business

Defendants avers Lilly Zhang materially damaged the US Business TWC by knowingly and willfully hiding the true value of the marital property in Jiangsu Taide Pharmaceuticals in China (the "Chinese Business") by significantly underreporting same

to her husband, the Defendant Dr. Liu prior to signing the Reparation Agreement on January 2012 and then signing the Post Marriage Agreement on January 28, 2013. The PA Court Order verified what illegally did by Plaintiff-Zhang in 2012 and in 2013. Her hiding the marital business properties significantly damaged the US Business operation for the last five years.

Defendants incorporates herein by reference paragraphs 70 through 100.

114. Sun Zhengcai, a powerful politician in China, was educated together for three years with Plaintiff-Zhang in their graduate school for their master's degree in China from 1983 to 1985

102. Lilly Zhang's classmate Sun Zhengcai's final rank in China was one of the top 10 highest.

103. Lilly Zhang's classmate Sun Zhengcai committed numerous crimes, including rape more than 100 young women by abusing his power.

104. Plaintiff-Zhang brought the USA-made Viagra to China to send the most desired gift to her classmate Sun Zhengcai for many years to strengthen their unique friendship.

105. Under Sun Zhengcai's significant influence, Plaintiff-Zhang received countless favors from the local government in Taizhou, Jiangsu, China. One example was that the local CFDA-branch in Taizhou did not analyze two ingredients in Plaintiff's fake NasalCare Refill product to verify that false formulation, to shield Plaintiff-Zhang from the punishment from the China CFDA in early 2017.

106. TAIDE-China received many grants and funds from the local government due to Lilly Zhang's bribery activities under the name of US Business TWC.

107. Lilly Zhang was the first green card holder in Taizhou City after her bribery activities by abusing the name of US Business TWC.

108. Mr. Jiang Feng, was the First Deputy Director of China Association For Medical Devices Industry. Lilly Zhang wanted to be closer to him for special purpose.

109. Plaintiff-Zhang renewed importation license for medical device in 2011 by falsely submitted her falsified two FDA documents. The China CFDA fined her on October 27, 2017 for her criminal act.

110. Plaintiff-Zhang created a new term of the “Adjustable device” for easy to be carried by Chinese insurance companies and government in Beijing.

111. The Chinese CFDA refused to include “Adjustable” before Nasal Irrigator since it was not adjustable in 2011.

112. Plaintiff-Zhang asked for help from Mr. Jiang Feng and paid him 400,000 Chinese Yuan. Mr. Jiang Feng could not alter the decision made by the Chinese CFDA examiners.

113. Plaintiff-Zhang could not get that 400,000 Yuan back from Mr. Jiang Feng. Rather, Mr. Jiang Feng issued a false statement letter to support Lilly Zhang’s TAIDE business using his unique position. The bribery was very effective.

114. The accounting book of TAIDE-China clearly recorded this 400,000 Yuan in their special 474-account in the TAIDE’s accounting book with exact amount of 400,000.

C. Lixin Lilly Zhang’s Criminal Action in Falsifying the US Federal Government’s Documents for Four Times by Abusing the Name of TechWorld Corporation

115. Vietnam Distributors– Lilly Zhang met them in China in 2012.

116. They arranged to ship the cheap-goods made in China to Vietnam under the fake name of being made in USA.

117. When Mr. Son, Vietnam distributor asked Lilly Zhang for providing the correct US FDA certificate. Lilly Zhang provided the original certificate first time.

118. However, the name in the updated FDA certificate did not match with the name on the old Chinese version of the package - Nasal Rinse Starter Kit.

119. Lilly alternated the old FDA certificate and then sent to Vietnam distributor in October 2014.

120. Vietnam distributor carefully examined that certificate – it was false!

121. Vietnam distributor asked Lilly Zhang for having the real one, not falsified copy of the FDA's certificate in November and December of 2014. Lilly Zhang never replied and hid herself from the underground after Vietnam discovered her crime.

122. Lilly Zhang disappeared for two months. Vietnam distributor could not clear the purchased goods for two months from Vietnam Customs.

123. Vietnam distributor contacted TWC HQ and Dr. Liu got involved.

124. Dr. Liu asked for the alleged fake copy to determine if true or false.

125. It was a falsified FDA certificate. Dr. reported to the US FDA officers after January 5, 2015.

126. Dr. Liu declared that no TWC branch outside of USA to clear TWC's name.

127. DrNH acquired TWC to avoid further damage from Lilly Zhang and reduce the additional cost for having more than one business entities on April 3, 2015.

128. Dr. Liu consolidated 3 tax IDs to one per IRS auditor's demand in 2015

129. The DE-TWC created by Lilly Zhang intentionally to cause confusion with TWC-NV in April 2014.

130. DE-TWC had no tax ID, never filed or submit tax return for two years.

131. Dr. Liu ask Plaintiff-Zhang in 2014 if DE-TWC's in-out should be included in THE US-BUSINESS TWC tax return. Plaintiff-Zhang never provided any financial data.

132. After the illegal goods shipped from China was seized by the US CBP, Lilly Zhang performed all kinds of cheatings.

D. Lixin Lilly Zhang Harmed Chinese Consumers Unethically

From 133 to 149 – not provided here.

E. Fake Medical Devices Made in China but Claimed Made in USA by Lixin Lilly Zhang

From 150 to 154 – not provided here.

F. Repeating PA Court contempt by Lixin Lilly Zhang

From 155- 162. not provided here.

G. Unethically and unfairly involving children in TechWorld Corporation Business by Lixin Lilly Zhang

From 163-169. not provided here.

H. Victimized Weineng Zuo for 17 Years by Lixin Lilly Zhang

From 170 - 174. not provided here.

I. Victimized Chaoying He since 2009 by Lixin Lilly Zhang

From 175 to 183. not provided here.

J. Harassment against James Liu and Hate Crime conducted by Counter-Defendant Lixin Lilly Zhang

From 184 to 202. not provided here.

K. Broken Tax Laws by Lixin Lilly Zhang

From 203 to 210. not provided here.

In Summary, Lixin Lilly Zhang conducted so many criminal and unethical business activities and she needs to learn a big lesson from the Court.

WHEREFORE, Defendants and Counter-Plaintiffs pray:

1. That the Court enter judgment against Lixin Lilly Zhang and her Jiangsu Taide Pharma, Ltd. for damaging the reputation of the US Business TechWorld Corporation, with prejudice; and fine Lixin Lilly Zhang with the right amount of monetary as appropriate decided by the Court;

2. That the Court enter judgment barring Lixin Lilly Zhang from using the name of TechWorld Corporation, with prejudice;

3. That the Court order Lixin Lilly Zhang to change back what she altered the ownerships of the trademarks under the name of TechWorld Corporation, Inc. with prejudice;

4. That the Court award Defendants and their attorneys' fees, costs and expenses;

5. That the Court grant Defendants Dr. Liu and DrNaturalHealing, Inc. such other and further relief as the Court deems just and proper.

Respectfully submitted by Defendants and Counter-Plaintiffs,

DrNaturalHealing, Inc. A Delaware Corporation
Represented by James Z. Liu, MD, PhD, CEO
Delaware Entity Agent No. 93XX, and
Also Represented by Scott McCaig, Vice President
Delaware Entity Agent No. 93XX

BASE-PAIR PHARMACEUTICALS, INC. A Delaware dissolved corporation
Represented by James Z. Liu, State of Delaware Registered Resident Agent

111 McCoy Street, Milford, DE 19963
Telephone: 302-265-2213

VERIFICATION

I, James Zhou Liu, verify that the statements made in this Answer to Plaintiff's Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties relating to unsworn falsification to authorities.

Date: _____

James Zhou Liu
Defendant

EXHIBIT 12

James Z. Liu's attorney submitted memorandum



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TECHWORLD CORPORATION, INC.)	
a Nevada Corporation,)	
)	
Plaintiff,)	
)	
v.)	C.A. No. 2017-0677-JTL
)	
JAMES Z. LIU,)	
DRNATURALHEALING INC.,)	
a Delaware Corporation, and)	
BASE-PAIR PHARMACEUTICS, INC.,)	
a Delaware Corporation,)	
)	
Defendants.)	

**DEFENDANTS' MEMORANDUM IN OPPOSITION TO (1) PLAINTIFF'S
MOTION FOR A TEMPORARY RESTRAINING ORDER AND
PRELIMINARY INJUNCTION, AND (2) PLAINTIFF'S MOTION FOR
EXPEDITED PROCEEDINGS**

Defendants James Z. Liu, DrNaturalHealing Inc. and Base-Pair Pharmaceuticals, Inc. (collectively, "Defendants") respectfully submit this memorandum in opposition to the motions of plaintiff Techworld Corporation, Inc. ("Techworld") for a temporary restraining order/preliminary injunction and to expedite this action, and states as follows:

A. TECHWORLD IS NOT AUTHORIZED TO BRING THIS ACTION.

1. This action, collateral damage from a personal relationship gone sour, is purportedly brought in the name of Techworld, presumably under the direction of Lixin Lilly Zhang, Ph.D., who signed the sworn verification to the First Amended

Verified Complaint as "the President and Director" of Techworld. (First Amended Verified Complaint ¶8). In bringing this action, Dr. Zhang has hidden from the Court the critical fact that, as a result of a written agreement entered into between the parties, Dr. Liu is the owner and sole director and officer of Techworld.

2. Dr. Liu and Dr. Zhang married in 2004 but are in the process of divorcing. That proceeding is taking place in Pennsylvania (the "Pennsylvania Action"). As part of that litigation, Dr. Zhang attempted to obtain majority control of Techworld by seeking to enforce a post-marital agreement which she claimed modified a pre-marital agreement which had given Dr. Liu ownership of Techworld. The Court of Common Pleas, Chester County, Pennsylvania, however, struck down the post-marital agreement as being in violation of the Pennsylvania Divorce Code. *Liu v. Zhang*, No. 2013-09880-DI (Pa. Ct. Common Pls. June 30, 2017) (attached hereto as Exhibit A). Whoever initiated the present action on behalf of Techworld did so, therefore, with no authority whatsoever.

3. According to the ruling in the Pennsylvania Action, Dr. Liu and Dr. Zhang executed, among other documents they signed over time, a document dated January 24, 2012, titled "Agreed Principles in Dividing Business and Family Properties and Responsibilities." *Id.*, slip op. at 4. The document includes the following language:

James Zhou Liu has the overall ownership of the business properties in the USA, except the portion owned by other shareholders. Lilly Zhang

has the overall ownership of the business properties in China except the portion owned by other shareholders.

Id., slip op. at *4-5; Ex. B. Techworld is the business property in the USA. *Liu*, slip op. at 1-2.

4. On October 2, 2015, Dr. Zhang filed in the Pennsylvania Action a "Petition for Contempt and Enforcement," seeking to enforce the terms of a subsequent agreement dated January 28, 2013. (Ex. C). That later agreement included a remedy for breach requiring a heavy reallocation of the parties' assets in favor of the non-breaching party. *Liu*, slip op. at 6-7; Ex. C. In her motion, Dr. Zhang asked the Court, in addition to awarding her damages, to transfer to her majority control of Techworld.

5. In response, on May 25, 2016, Dr. Liu filed a "Motion to Set Aside Post-Marriage Agreement."

6. On June 30, 2017, the Pennsylvania court issued an Opinion and Order finding that, under applicable Pennsylvania law, the post-nuptial agreement was unenforceable. *Liu*. Consequently, the "Agreed Principles" document remains the operative agreement, binding and enforceable, and Dr. Liu retains ownership of Techworld (subject to a small minority interest owned by third parties).¹ That

¹ In expressly asking for majority control in the Pennsylvania Action (Ex. C at p. 4), Dr. Zhang admitted that she did not have majority ownership. The Pennsylvania Court did not award her majority control, instead finding the agreement unenforceable. Yet she has alleged in this action under oath *twice* (in the

decision collaterally estops any claim by Dr. Zhang that anyone other than Dr. Liu is in control of Techworld.² Consequently, any action taken by Dr. Zhang and/or her allies on behalf of Techworld pursuant to rights allegedly obtained under the Post-Marriage Agreement are void.

7. The First Amended Verified Complaint is both perjurious and a fraud on the Court. The claims are based on a lie – that someone other than Dr. Liu owns and controls Techworld. The Court should dismiss the Complaint summarily and sanction the responsible party (include awarding attorney's fees).

B. INTERIM INJUNCTIVE RELIEF IS NOT WARRANTED.

8. Recognizing the low threshold required to meet to establish a colorable claim, and putting aside the reality of Dr. Liu's ownership and control, the proposed injunctive relief order is improper. First, much, if not all, of the claims, seek damages. The First Amended Verified Complaint does not allege any factual basis for concluding that there is a genuine, non-speculative risk of future injury, much less injury that is set to occur within the next ten days

original Verified Complaint and the First Amended Verified Complaint) that she is "the majority shareholder of TWC." (Verif. Compl. ¶8; First Am. Verif. Compl. ¶8).

² To the extent the plaintiff seeks to recharacterize this as a derivative claim brought by an individual on behalf of Techworld, the Verified Amended Complaint does not identify any such stockholder and does not meet the pleading requirements of 8 Del. C. §327 and Chancery Court Rule 23.1.

9. Much of what is alleged as future injury is provided in broad allegations, without specific facts to back them up. For example, Count IV ("Misappropriation of Trade Secrets against Dr. Liu), makes conclusory assertions that Techworld has employed "reasonable and adequate measures under the circumstances to maintain the valuable nature and secrecy of this information" (Compl. ¶39), with no explanation of how "under the [unexplained] circumstances" the measures were reasonable and adequate." The plaintiff is not entitled to protection for a "trade secret" which has not been properly protected.

10. Similarly, Count IV (Interference with Actual and Prospective Economic Relations against Dr. Liu) does not identify a single customer whose business was lost due to the alleged actions of Dr. Liu. Nor does it identify a potential customer whose business with Techworld threatens to be imperiled. *E.g.*, *Edgewater Growth Capital Partners LP v. H.I.G. Capital Partners, Inc.*, Del. Ch., 68 A.3d 197, 234 (2013) (breach of contract is required for tortious interference with contract).

11. Dr. Zhang having hid the Pennsylvania decision from the Court, the equities clearly favor Dr. Liu. There is no hardship to Techworld, as Dr. Liu owns it.

12. The proposed temporary restraining order asks this Court to make findings of wrongdoing which will give Dr. Zhang a public relations weapon to use

in pursuing her vendetta against Dr. Liu by publishing it to potential customers and the general public, sullyng his personal and professional reputation and potentially disrupting the actual business of Techworld. This Court should not assist Dr. Zhang with that goal.

13. The proposed temporary restraining order is limited to preventing Dr. Liu from holding himself out as a director or officer, and/or acting on behalf of, the plaintiff. The clear and irrefutable evidence is that he has full right to hold himself out as a director and officer, and to act on behalf of Techworld.

CONCLUSION

WHEREFORE, for the foregoing reasons, defendants respectfully request that this Court deny the motion for a temporary restraining order, decline to schedule a preliminary injunction hearing, summarily dismiss the Complaint, and sanction Dr. Zhang, as the party who executed the signed verification, including reasonable attorney's fees.

Respectfully submitted,

/s/ David L. Finger

David L. Finger (ID #2556)

Finger & Slanina, LLC

One Commerce Center

1201 N. Orange St., 7th fl.

Wilmington, DE 19801

(302) 573-2525

Attorney for the defendants

Words: 1209

Dated: October 9, 2017

EXHIBIT 13

Lixin Lilly Zhang's attorney submitted dismissal of her complaint



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

TECHWORLD CORPORATION, INC.,)	
a Nevada Corporation,)	C.A. No. 2017-0677-JTL
)	
Plaintiff,)	
)	
v.)	
)	
JAMES Z. LIU,)	
DRNATURALHEALING INC.,)	
a Delaware Corporation, and)	
BASE-PAIR PHARMACEUTICS, INC.,)	
a Delaware Corporation.)	
)	
Defendants.)	

NOTICE OF DISMISSAL

PLEASE TAKE NOTICE that pursuant to Court of Chancery Rule 41(a)(1)(i), Petitioner, through his undersigned attorneys, voluntarily dismisses the above-captioned action, without prejudice.

FOX ROTHSCHILD LLP

/s/ Carl D. Neff

Carl D. Neff (No. 4895)
Courtney Emerson (No. 6229)
919 N. Market Street, Suite 300
Wilmington, Delaware 19801
Tel: (302) 654-7444
Fax: (302) 656-8950

*Attorneys for Plaintiff,
TechWorld Corporation, Inc.*

Words: 23

Dated: October 11, 2017